MEMORANDUM

To: Honorable Marty Kiar, Mayor, Broward County 
and Members, Broward Board of County Commissioners

From: John W. Scott, Inspector General

Date: April 7, 2016

Subject: OIG Final Report Re: Misconduct by a Vendor and Gross Mismanagement by the Broward County Facilities Management Division, Ref. OIG 14-026

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG investigation determined that Lawn Wizard, a county vendor contracted to provide the Broward County Facilities Management Division (FMD) with grounds maintenance services, engaged in misconduct. Specifically, Lawn Wizard consistently disregarded the terms and conditions of the contract, resulting in the provision of deficient services. In addition, the OIG’s review of a sample Lawn Wizard’s invoices revealed billing for service partially performed, not performed at all, and double billed.

We also found that the FMD engaged in gross mismanagement by failing to timely address Lawn Wizard’s transgressions and review invoices. Despite the fact that management at the FMD received scores of complaints—and evidence supporting those complaints—that pinpointed Lawn Wizard’s unreliability and poor performance, the FMD failed to take action against Lawn Wizard. The FMD’s mismanagement not only resulted in overpayments to Lawn Wizard and occasioned the need to pay an employee to monitor it, it prolonged the problems and the waste of county resources. In total, the OIG investigation revealed at least $41,859 in questionable expenditures. This amount includes approximately $16,962 in questionable billings and approximately $24,897 in salary and overtime to the employee tasked with exclusively monitoring Lawn Wizard.

In its response, the county generally agrees with the OIG’s determination that Lawn Wizard engaged in vendor misconduct, but disagrees with certain specific findings. It also disagrees that the FMD engaged in gross mismanagement. While the response contains misinformation, unsupported claims and contentions contradicted by the evidence obtained during the investigation, the county, nonetheless, accepts all of the OIG’s recommendations and has taken steps to address the opportunities for improvement highlighted in the report.
The OIG is encouraged by the remedial steps the county has taken in response to the preliminary report. The OIG has requested a status report from the FMD regarding the progress of the county’s corrective actions and any recovery of questionable payments to Lawn Wizard on or before July 6, 2016.

Attachment

cc: Bertha Henry, County Administrator

Individuals previously provided a Preliminary Report (under separate cover)
Misconduct by a Vendor and Gross Mismanagement by the Broward County Facilities Management Division
FINAL REPORT RE: MISCONDUCT BY A VENDOR AND GROSS MISMANAGEMENT BY THE BROWARD COUNTY FACILITIES MANAGEMENT DIVISION

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into allegations that Broward County’s Facilities Management Division (FMD) committed misconduct by engaging in bid manipulation causing a vendor, Lawn Wizard USA, Inc. (Lawn Wizard), to lose a bid for a contract and by failing to pay Lawn Wizard in a timely manner. The OIG investigation found the initial allegations were not substantiated. Rather, the OIG found that Lawn Wizard willfully and blatantly violated the terms and conditions of its contract with the county. Lawn Wizard failed to provide services of the frequency and quality required by the contract, allowing the landscaping at dozens of buildings throughout the county to become overgrown. In fact, Lawn Wizard failed to provide at least 38 percent of the service visits it had contracted for, and did not provide complete services on many occasions when it did conduct service visits. The OIG investigation also revealed that Lawn Wizard obtained payment for services it never actually provided and payment for services it did not complete as required.

Additionally, the OIG identified gross mismanagement on the part of the FMD for failing to properly manage its contract with Lawn Wizard. Despite an overwhelming amount of evidence of Lawn Wizard’s contractual violations and inadequate service during an interim county contract, the division failed to take any formal action that would impact Lawn Wizard’s ability to obtain the subsequent county contract. Even when building managers documented subpar service, the FMD failed to submit proper documentation to the Purchasing Division or the County Attorney’s Office that would have brought a halt to Lawn Wizard’s dealings with the county. Because of its failure to either hold Lawn Wizard accountable for substandard service or remove it from the contract completely, the county was forced to waste resources and public money—going so far as to pay a county employee to shadow Lawn Wizard full-time for over six months—to ameliorate Lawn Wizard’s continued deficient performance. The OIG also found that FMD officials were not utilizing daily spreadsheets provided by Lawn Wizard to verify billings, ultimately resulting in the payment of duplicate charges and charges for work that was not done.

In total, the OIG investigation revealed at least $41,859 in questionable expenditures. This amount includes approximately $16,962 in questionable billings and approximately $24,897 in salary and overtime to the employee tasked with exclusively monitoring Lawn Wizard. Although Lawn Wizard was eventually debarred during the course of our investigation, the OIG makes a number of

1 Lawn Wizard was finally debarred on October 9, 2015, over a year after the OIG commenced its investigation. The OIG withheld issuance of this report during the debarment proceedings.
recommendations to assist the FMD to identify and appropriately handle future problem vendors in a timely manner.

In its response to the preliminary version of this report, the county disagreed that the FMD’s actions amounted to gross mismanagement and disputed a number of the OIG’s findings. When the OIG asked the county to provide supporting documentation it claimed to have in its possession, a county representative responded that the county did not have the documentation it had claimed in disputing our findings. Other aspects of its response do not conform to the accounts given and evidence obtained during the investigation. All responses are attached to this report, but, after careful consideration, none provided evidence that would require the OIG to amend its findings. Ultimately, the county has accepted the OIG’s recommendation and has made efforts to address the deficiencies described herein.

OIG CHARTER AUTHORITY

Section 12.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the county and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the county, its municipalities and any providers.

The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT

Broward County Facilities Management Division

The FMD, consisting of more than 200 management, administrative, supervisory, clerical, security, and skilled trades personnel, is an organization with the primary objective of obtaining maximum operating time and use of county facilities. The FMD is responsible for corrective facility maintenance, preventative facility maintenance and facility energy management at most county facilities.

Scott Campbell, Director, Facilities Management Division

Mr. Campbell’s responsibilities as director include contract administration, employee development, participation in evaluation committees, review of labor issues, and all aspects of procurement. He

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2 Mr. Campbell can designate another person as the contract administrator.
directly supervises a number of FMD staff members, including Assistant Director Howard Wright and Ian Mitchell, a contract administrator. He reports to the director of the Public Works Department.

**Howard Wright, Assistant Director, Facilities Management Division**

As assistant director, Mr. Wright is charged with ensuring that government buildings are fully functional. To that end, Mr. Wright supervises the overall operations of the FMD and its superintendents.

**Ian Mitchell, Contract Administrator, Facilities Management Division**

Mr. Mitchell is the designated contract administrator for the Lawn Wizard contract. As the contract administrator, he is responsible for managing, coordinating, monitoring, and evaluating performance on the contract.

**Lawn Wizard USA, Inc.**

Lawn Wizard is a privately owned landscaping corporation that provides lawn services to homeowners, condominium associations, governmental agencies, and commercial properties. Lawn Wizard’s services include grounds maintenance, mulching, fertilization, tree trimming, landscape design and installation, irrigations maintenance, and rust control.

**John Longo, President of Lawn Wizard USA, Inc.**

Mr. Longo was president of Lawn Wizard since its inception in 2005 until its closure in 2015. He supervised two project managers who were responsible for the day-to-day operations of Lawn Wizard. He was also responsible for the creation and submission of bids to governmental agencies.

**RELEVANT GOVERNING AND ADMINISTRATIVE AUTHORITIES**

**Contract Number E1189001B1**

Lawn Wizard’s last contract with the county was E1189001B1 wherein it agreed to provide the FMD with grounds maintenance services from September 23, 2014 until September 23, 2015. The contract defined the scope of services to be provided by Lawn Wizard as well as dictated the standards expected of it. Prior to that contract, Lawn Wizard performed the FMD’s grounds maintenance services through two interim, or temporary, contracts: one which was valid from February 28, 2014 until August 27, 2014 (E1189001BX) and another which was valid from August 28, 2014 until September 27, 2014 (E1189001BX2). Subsection B of Section IX of the contract instructs:

1. For the purpose of this contract, a weed is defined as any misplaced or undesirable growth.
2. Contractor shall weed and clean all planters, plant bed areas, hedges and areas around all trees, poles or any other objects within in the site boundary lines. Contractor shall also remove all weeds from paved surfaces, paver surfaces, sidewalks and all decorative hardscapes. It is the Contractor responsibility to ensure that all locations are free of weeds. Fish line trimming is not allowed for weed control.

3. Weed control services shall be performed by the Contractor, at a minimum of, every visit to a County location. However, if more visits are necessary the vendor will increase visits specifically for weeding at no additional cost to the County. Weeding shall be accomplished at each location as requested and shall be according to need and not schedule. The cost for weeding shall be included in the mowing cost. If location does not include mowing, then weeding shall be included in the cost for trimming services for that location.

4. Herbicide application may be used in conjunction with the weeding and cleaning. Use and type of herbicides must be approved by the County in advance. Contractor will provide the County with Material Safety Data Sheets (MSDS) for all herbicides used on County Property.

5. The Contractor shall be entirely responsible for weeding.

Chapter 11, Internal Control Handbook: Purchasing Division (“Vendor Relations and Performance”)

The handbook outlines a contract administrator’s responsibilities and the steps that need to be taken in order to hold a problem vendor accountable. It emphasizes the importance of a contract administrator’s role during a contract. Specifically, the handbook instructs:

The Contract Administrator is responsible for all vendor relationships and performance problems that may be encountered by the County after the purchase order is issued by the Purchasing Division…[t]here are other County agencies, e.g., Purchasing, and the County Attorney’s Office that may help with vendor problems. However, no action will be taken unless the Contract Administrator, on his/her own initiative, attempts to solve the problems and obtains the appropriate help available.

The handbook requires that vendor issues be properly documented before “serious action” is contemplated. Without proper documentation, the chapter warns, “it is almost impossible [to take] … appropriate action … against the [problem] vendor.” To that end, the use of a vendor complaint form to document issues is recommended. The county renamed the form “Notice of Non-Compliance with Contract Requirements.”

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3 The terms “vendor complaint form,” “non-compliance form,” and “notice of non-compliance” are used interchangeably in this report and each refer to the form described here in the handbook.
INVESTIGATION

Investigation Overview

This investigation was predicated on information containing a multitude of allegations against Broward County. Only two of them, however, are within the OIG’s purview—one being an allegation of bid manipulation and the other being an allegation of misconduct based on the county’s failure to pay Lawn Wizard in a timely fashion. Although the initial allegations were not substantiated, the OIG determined that Lawn Wizard willfully and blatantly violated its contract with Broward County. Lawn Wizard failed to provide services at the frequency and quality required by the contract, allowing the landscaping at dozens of buildings throughout the county to become overgrown. The investigation also revealed that Lawn Wizard submitted erroneous invoices enabling it to obtain payment for services never actually provided. In total, there were approximately $16,962 in questionable billings identified in a sample of invoices examined by the OIG.

In addition, the investigation revealed that FMD engaged in gross mismanagement by failing to timely follow well-established protocols or take any formal action in efforts to address Lawn Wizard’s deficient performance. This despite the body of evidence amassed by those charged with managing the affected facilities in efforts to begin formal proceedings against Lawn Wizard and the fact that informal efforts to address the deficiencies continually failed. Because of FMD’s failure to properly manage Lawn Wizard’s contract, the county was forced to waste resources and public money to ameliorate Lawn Wizard’s substandard performance.

The investigation involved the review of substantial documentation including, but not limited to, Florida Statutes, contracts between Lawn Wizard and Broward County, the Broward County Code, Broward County’s Internal Control Handbook, relevant emails, and relevant site photographs. The OIG also conducted interviews of John Longo, as well as several of Lawn Wizard’s employees, and representatives from various county divisions including the Highway and Bridge Maintenance Division, the FMD, the Water and Wastewater Services Division, the Purchasing Division, and the Solid Waste and Recycling Services Division.

Lawn Wizard Engaged in Vendor Misconduct During its Performance of the Contract

Lawn Wizard was first awarded a contract with the FMD in June 2012. From its inception, the 2012 contract was plagued by errors attributable to the county and performance problems attributable to Lawn Wizard. Although the contract contained optional extensions, the FMD opted to rebid the contract when it expired. Lawn Wizard, however, submitted the lowest bid for the subsequent contract, entitling it to the award of the contract. While FMD officials told the OIG that they had hoped to avoid awarding the subsequent contract to Lawn Wizard due to performance issues, a review

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4 The OIG notes that after it began its investigation, the FMD began to take steps to address Lawn Wizard’s performance in the form of an April 14, 2015 Notice of Intent to Suspend/Debar and June 22, 2015 Notice of Breach. As noted above, Lawn Wizard was ultimately debarred as a Broward County vendor.
Lawn Wizard’s formal performance reports from each division yielded a satisfactory result, preventing the county from bypassing Lawn Wizard for the second lowest bidders. Thus, Lawn Wizard began working on the subsequent contract in February 2014. The 2014 contract clearly described the services that Lawn Wizard was required to provide. As described below, Lawn Wizard demonstrated a willful and blatant disregard for its obligations during its performance of the contract.

1. **Lawn Wizard Failed to Timely Provide Services**

The contract set the schedule that Lawn Wizard was to keep in servicing the relevant facilities (Exhibit 1). However, the common complaint among the building managers interviewed was that Lawn Wizard often missed service dates and rarely abided by the contractually mandated monthly schedule it was required to send showing the locations that would be serviced in a given month. Some building managers reported that Lawn Wizard would cancel services based on inclement weather despite the fact that no inclement weather was in sight. When Lawn Wizard would miss or cancel its service, it failed to return until the following month, resulting in overgrown grounds at the facilities.

We confirmed the buildings managers’ assertions that Lawn Wizard consistently failed to service the properties according to the contract. As part of the investigation, the OIG conducted an analysis of Lawn Wizard’s site visits between March and September 2014 (Exhibit 2, *OIG Comparison of Lawn Wizard’s Contractual Requirements to Actual Services Rendered*). We found that during that time frame, Lawn Wizard failed to perform at least 38 percent of the mows and trims required by the contract. For example, while the Easter Seal Lot was contracted to be mowed 13 times during the relevant time frame, it was only mowed three times. Similarly, the Riverland Branch Library was only mowed four times during the time frame.

Lawn Wizard’s unreliable service was evident considering the fact that various building managers specifically complained about the lack of service to Lawn Wizard, Mr. Mitchell and Mr. Wright long before the FMD opted to act in the form of a Notice of Breach in April 2015. (Composite Exhibit 3) The following is but a snapshot of the complaints received by FMD management about Lawn Wizard’s subpar performance:

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5 Lawn Wizard had separate contracts with a number of other county divisions. Each division, including the FMD, provided periodic performance reports. Despite issues with Lawn Wizard’s performance, the different divisions’ scores averaged to a satisfactory result.

6 For the subsequent 2014 contract, Lawn Wizard was initially contracted to handle the FMD’s ground maintenance services through an interim, or temporary, contract on February 28, 2014 (E1189001BX). This interim contract was extended until September 27, 2014 (E1189001BX2). Lawn Wizard was ultimately contracted under contract No. E1189001B1 to provide its services until September 23, 2015.

7 For locations other than those operated by Solid Waste and Recycling Services, Lawn Wizard was to mow twice per month, except for January, February, and March, which were to be mowed once per month. Trimming services were to be provided once per month, except for January and March wherein no trimming services were to be provided.
• On August 7, 2014, building manager Samuel Katzen complained to Lawn Wizard, copying Mr. Mitchell, that the Stirling Road Library had not been serviced in 58 days.

• On August 20, 2014, Mr. Katzen copied Mr. Mitchell on his complaint to Lawn Wizard that Fire Station 27 had not been serviced since July 30 despite the fact that the contract called for their facility to be serviced three times per month.

• On August 21, 2014, building manager Anne Rawlings emailed Mr. Mitchell and advised him that the property at 3201 Copans Road was scheduled to be serviced on either August 6 or August 11 but had still not been serviced. Additionally, Ms. Rawlings advised that Lawn Wizard had missed the Broward Terminal and Ravenswood properties as well.

• On September 10, 2014, Ms. Rawlings emailed Mr. Mitchell and Mr. Wright notifying them that, although the North Animal Control facility was scheduled to be cut on September 8, the property had not been serviced “in a while” and even included photographs as evidence.

On September 30, 2014, Mr. Wright emailed Lawn Wizard, copying Mr. Mitchell, complaining that the grass at Fire Station 32 was almost waist high. Deputy Fire Chief Gerard Ransom added that the lawn had not been cut since August and “it was just as bad before it was cut.” In fact, Chief Ransom continued, “[w]e had the same situation at 3 other fire stations going into September. Same issue last summer.” (Exhibit 4). Indeed, the condition of Fire Station 32’s property was abysmal, to say the least, as evidenced in Figure 1 below.

![Image of Fire Station 32 grounds on September 29, 2014](image)

OIG Figure 1: Photograph of the Fire Station 32 grounds taken on September 29, 2014 by OIG staff. Note the foot-long ruler in the center of the photograph.

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8 In the email thread about this particular lack of service, Lawn Wizard claimed that it was waiting for a delivery order.
The Young at Art Facility is yet another example of the unacceptable conditions that were created as a result of Lawn Wizard’s unreliability. Despite the fact that Lawn Wizard contracted to provide the facility two mows in September 2014, it only provided one, on September 17, 2014. Lawn Wizard did not service the facility again until October 20, 2014. Photographs taken on October 15, 2014, featured in Figure 2 below, demonstrate the unsightly conditions that resulted from Lawn Wizard’s lack of reliable service.

As can be seen from Figure 2, the height of the grass had certainly exceeded the 3-3.5 inches authorized by the Contract. What is more, the hedges were unkempt and the grounds overrun by weeds.

When questioned about Lawn Wizard’s unreliable service, Mr. Longo readily admitted that Lawn Wizard regularly failed to complete jobsites per the contracted schedule. He explained that when he bid on the FMD job, his original goal was to break up the contract into four quadrants so that all properties would be timely serviced. However, because he could not find quality workers, he was never able to implement the quadrant program.
2. Lawn Wizard Failed to Fully Provide Services

In addition to defining how often the facilities are to be serviced, the contract also specified what was expected in terms of service. For instance, as mentioned above, the contract pronounced that “[g]rass shall be mowed to a height of 3 to 3.5 inches ... [m]owing, edging and trimming shall be performed to provide a smooth appearance without scalping or leaving grass uncut.” Moreover, the contract directed that Lawn Wizard “shall weed and clean all planters, plant bed areas, hedges and areas around all trees, poles or any other objects within in [sic] the site boundary lines.” Indeed, the contract was replete with dictates as to what was expected of Lawn Wizard’s service.

A number of interviews with, and emails from, FMD building managers established that Lawn Wizard routinely failed to provide complete services when it did work on county facilities. As a result, building managers were forced to conduct re-inspections to ensure that the tasks missed during the original service were ultimately completed. Exasperated by Lawn Wizard’s unsatisfactory performance, building managers routinely complained of its incomplete services not only to Lawn Wizard directly, but also to Mr. Mitchell and Mr. Wright.9 (Composite Exhibit 6) For instance, on May 8, 2014, building manager Miguel Wright complained that “once again” Lawn Wizard had failed to service “the entire exterior east side of the [Public Safety Building].” On June 10, 2014, Ms. Rawlings complained to Lawn Wizard, Mr. Mitchell, and Mr. Wright that a part of the Northeast Mass Transit area had not been weeded for “some time.” Just two days later, Mr. Mitchell and Mr. Wright got another complaint from Miguel Wright that Lawn Wizard had left several areas unaddressed after their service of the Public Safety Building, including weeding and hedging.10

Figure 3 below displays photographs of the Mass Transit Downtown Bus Terminal dated October 27, 2014, the same day that the facility was serviced according to Lawn Wizard’s completion report. As can be seen, the service was incomplete. Specifically, vegetative growth had not been removed from the fence. Moreover, despite the contract’s clear language with respect to picking up trash at the site upon service, the debris had not been picked up. Finally, the weeds had not been removed.

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9 The OIG investigation revealed that an extensive number of emails existed documenting problems that building managers were having with Lawn Wizard’s services. This was perhaps the direct result of a September 12, 2013 email sent by FMD Operations Superintendent Freddy Ulloa to the building managers instructing them to document all issues they were having with Lawn Wizard in an effort to hold it accountable (Exhibit 5). This email predated the first of the interim contracts, thus suggesting that Lawn Wizard was awarded the contract despite clear evidence of its inability to properly perform. In his interview, Mr. Mitchell explained that Lawn Wizard, the low bidder, was awarded the contract despite the FMD’s complaints about its service because the FMD never filed a vendor complaint form during its previous contract. As discussed below, we found that the FMD engaged in gross mismanagement because, in part, it failed to timely hold Lawn Wizard accountable.

10 A sample of Lawn Wizard’s own daily work reports confirmed that, at least between June 5, 2014 and June 30, 2014, it failed to provide weed control services at a number of county facilities.
Another example of Lawn Wizard’s substandard service can be seen in the servicing of the Northeast Mass Transit facility, pictured in Figure 4 below. This facility was inspected on October 17, 2014 after being advised that it was serviced on October 15, 2014. The facility, however, had again only been partially serviced. Debris was left in place; shrubs, plants, and hedges were not trimmed; and vegetative growth had not been removed from the fence.

Even more egregiously, this facility was re-inspected two days later, on October 19, 2014 after Lawn Wizard had allegedly remedied the deficiencies. The same deficiencies were again noted and left uncorrected even after the property’s second scheduled service on October 24, 2014.

When questioned about Lawn Wizard’s handling of the contract, it was evident that Lawn Wizard’s project managers were privy to the fact that they were providing deficient services. As aptly put by Lawn Wizard Project Manager A, if he were the county, he would have fired Lawn Wizard a long time ago. Project Manager A explained that, for the most part, he did not disagree with all the issues that FMD building managers had with Lawn Wizard. The FMD
contract necessitated two crews of five to six members, however, Mr. Longo refused to provide more than one crew to the contract.

Another Lawn Wizard project manager, Project Manager B, reported that Lawn Wizard had issues with employee turnover resulting from the fact that Mr. Longo was not paying the crew members. Consequently, every week there were new crew members with little to no experience on large contracts. Many times they did not even know what they were supposed to do.

For his part, Mr. Longo admitted he sometimes hired people with little to no experience despite knowing that hiring experienced employees was part of the contractual agreement between Lawn Wizard and FMD. Also, he admitted that although the contract necessitated two crews of about six, there was only one crew of five to six assigned to the contract. He claimed he was unaware that only one crew was assigned to the contract until just before his interview. This was in stark contrast to Project Manager A’s contention that he repeatedly asked Longo to assign an additional crew to the FMD job to no avail as Longo insisted that his bid envisioned only one crew. Mr. Longo faulted the quality of Lawn Wizard’s services on poor oversight by his project managers who relied too heavily on the crew leaders to ensure the work was completed satisfactorily as opposed to conducting site visits themselves. Mr. Longo accepted responsibility for failing to properly hold his project managers accountable for Lawn Wizard’s substandard performance.

3. **Lawn Wizard Procured Payment on Invoices Riddled with Discrepancies and, in Some Instances, for Services It Never Provided**

The OIG obtained and reviewed documentation submitted to the county by Lawn Wizard in support of payment. Our review revealed that not only were Lawn Wizard’s invoices replete with discrepancies, but that, in some instances, Lawn Wizard was able to obtain payment for services that were never rendered.

In order to explain the OIG’s analysis of Lawn Wizard’s billing, an overview of its invoicing process is useful. As explained by Project Manager B, each crew leader was responsible for completing a daily work report reflecting the facilities serviced that day as well as the services provided. Those daily work reports included check marks for the type of service performed (cut, trim, weed beds, edge, blow, fertilize) and also included the date of service and location where the service was performed. The project managers would input the information from the daily work reports into a spreadsheet. Although the project managers were charged with verifying the accuracy of the daily work reports, by way of site visits, Project Manager A and Project Manager B both admitted that they did not have the time to conduct site visits. Notwithstanding, this unverified spreadsheet, called a completion report, would be forwarded to the FMD on a daily basis. At the end of the month, an updated completion report, along with all the daily work reports, would be forwarded to Lawn Wizard’s bookkeeper for invoicing. The bookkeeper would create invoices using the dates and services reflected on that month’s spreadsheet.
The OIG compared a sample of invoices from April, May, and June 2014 against the documents that were used to create them. The analysis of Lawn Wizard’s own documents demonstrated that the invoices were replete with errors which ultimately cost the county taxpayer money. The discrepancies fell within the categories described below:

a. **Lawn Wizard Billed For Services Which Were Either Not Completed or Only Partially Completed**

Lawn Wizard’s daily work reports are the main documents used in creation of its invoices. The OIG reviewed the daily work reports for April, May, and June 2014 and compared the type of service check marked as completed against the type of service billed. The OIG’s review of these months found $1,063 in services that were not listed as completed on the daily work reports, but were nevertheless billed by Lawn Wizard and paid by the county (Exhibit 7, *OIG Review of Services Billed But Not Listed On Daily Work Reports*). Many of these services were for fertilizations at properties that could not be fertilized or for services that were not listed as completed in the completion reports submitted to the county. For example, in April and June, the county was charged a total of $240 for the fertilization of the 64th Street Warehouse. However, the FMD building manager informed the OIG that she would have never requested to fertilize the 64th Street Warehouse because that location did not have an irrigation system. In another example, the county was charged $250 for fertilization of the Government Center West grounds in May 2014. In a letter dated April 20, 2015, however, Mr. Longo stated that the grounds at Government Center West were in bad condition because Lawn Wizard had never fertilized the property as it had not been requested (Exhibit 8). Indeed, neither the alleged fertilization at the 64th Street Warehouse nor the fertilization at Government Center West was listed as completed on the completion reports submitted to the county.

Additionally, a review of the invoices and daily work reports revealed that, on nine occasions, Lawn Wizard billed for the same date of service on two separate invoices, for total apparent duplicate billings of $304.65 (Exhibit 9, *OIG Review of Duplicated Charges on Lawn Wizard’s Invoices*). For example, in one instance, Lawn Wizard billed the county $65 for a June 18, 2014 mow at the South Regional Courthouse on invoice 7421A and again on invoice 7529B. As these duplicate billings occurred on different invoices dated two months apart, they would not have been obvious during a cursory review.

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11 While the OIG also endeavored to compare Lawn Wizard’s documents with the FMD’s inspection reports, this proved to be a daunting task as it became clear that building managers were not routinely completing inspection reports.
12 A total of $943 worth of services were not even listed on the completion reports.
13 The preliminary version of this report read that “there is no grass” at this location. The building manager actually informed the OIG that the location should not be fertilized because it had “no irrigation system.” Mr. Longo corroborated that report by explaining that there was nothing at the 64th Street Warehouse to fertilize.
The bookkeeper claimed that the duplicate charges were errors made by her and caught by the county. According to the bookkeeper those charges were valid charges for August, but she forgot to change the date. However, the OIG’s review of daily work reports identified only two instances in August that were not billed to the county as a separate August charge, indicating that there were still seven duplicate charges for services that were never provided. Further, her claims that the duplicate charges were caught by the county are contradicted by the evidence indicating that the county paid Lawn Wizard for the questionable billings.

What is more, the OIG also determined that during three months reviewed for 2014, the county may have been charged for incomplete services totaling $13,383.70 (Exhibit 10, OIG Review of Services Performed Without Weed Control). As documented in Lawn Wizard’s contract, weed control was required with every mow to constitute a complete mow. The contract states, “[t]he cost for weeding shall be included in the mowing cost.” During their interviews, however, the building managers were clear that Lawn Wizard would often not perform any weed control services even when sent back out to redo a subpar job. Notwithstanding, Lawn Wizard was paid in full for mows despite the fact that Lawn Wizard’s own daily work reports indicated that weeding was not done.

Lawn Wizard’s bookkeeper and Mr. Longo were questioned with regard to the erroneous invoices. Both readily admitted that Lawn Wizard made mistakes in its billing. In fact, the bookkeeper admitted that she had mistakenly billed for fertilization. She explained that, when generating FMD’s invoices, she would use previous invoices in QuickBooks and would simply change the dates. She would sometimes forget to change a date or a charge which inevitably led to errors. The bookkeeper further explained that she often would forget to change the quantity of a particular service on the invoice to zero, instead leaving it blank. However, if the quantity was left blank, the program would calculate the entry as a charge. With regard to weed control, the bookkeeper stated that she was under the impression that weed control service was still a separate charge as it had been in the 2012 contract. She was later informed by the FMD that, under the contract, weed control services were included in mow service.

Mr. Longo admitted that charges for fertilization services at the 64th Street Warehouse site were probably erroneous considering the fact that there was nothing to fertilize at that particular site. Accordingly, he went on to acknowledge charges for repeated monthly fertilizations were definitely erroneous as the service would not be conducted on a monthly basis. He also claimed that he had a separate crew doing fertilizations, which might explain why it was not checked off on daily work reports. This was
contradicted by Project Manager A, who stated that there was no possibility fertilization work was completed by a separate crew.

b. Lawn Wizard Billed For Services Which Could Not be Verified by Daily Work Reports

Next, the OIG’s review revealed 18 instances where Lawn Wizard invoiced for services wherein no daily work reports existed to support the charges (Exhibit 11, OIG Review of Services Billed Where There Was No Corresponding Daily Work Report). These instances totaled $2,285.30. While 11 of these instances were traced back to completion reports, seven of them, including a fertilization, were not. These patently unsupported charges amounted to $735. With the exception of the fertilization charge, which is without dispute an erroneous charge, the OIG could not definitively conclude if the other services were completed and accurately billed.

Mr. Longo was asked about the lack of support for the charges and he stated that daily work reports are the only source used by Lawn Wizard to determine what work was done. Generally, Mr. Longo explained, if a daily work report was not completed then it was safe to say the work was not done. He later noted, however, that there could be instances where daily work reports were not completed for work that was done. Indeed, earlier in the interview, Mr. Longo described instances where Lawn Wizard would bill based on a crew leader’s oral assertions that the work was completed.

After reviewing all the questionable charges, Mr. Longo admitted that the charges were either errors or inaccurate entries made by the bookkeeper. He insisted, however, that there was no intent to commit fraud as all the errors were mere mistakes by either one of the project managers or the bookkeeper. He was clear that “[i]t’s not like I was saying bill them because they are approving anything.” In sum, Mr. Longo acknowledged that there was clearly a billing problem in light of the financial analyses conducted by the OIG.

The FMD Engaged in Gross Mismanagement by Failing to Properly Manage the Contract

It is without dispute that Lawn Wizard provided the FMD with inferior services in violation of the contract. The provision of these inferior services clearly affected the day-to-day operations of the county building managers charged with inspecting the properties, as they were forced to invest an extraordinary amount of time repeating their inspections due to Lawn Wizard’s poor performance. Indeed, the sentiment that the county was investing an inordinate amount of time managing Lawn Wizard was expressed to Mr. Wright in an email from Mr. Ulloa on August 7, 2014 (Exhibit 12). Unfortunately, the FMD was also at fault in the situation. The FMD failed to hold Lawn Wizard accountable for its deficient performance, resulting in the county’s continued relationship with Lawn Wizard and the further waste of county resources. Additionally, the FMD failed to take reasonable steps to properly vet Lawn Wizard’s invoices and ensure that unverified charges were not paid.
1. The FMD Failed to Timely Hold Lawn Wizard Accountable

Despite its deficient performance on the contract, no formal action was taken against Lawn Wizard by either Mr. Mitchell or Mr. Wright until April 2015, even though formal protocols to address this type of behavior existed and are clearly promulgated in the Internal Control Handbook. As a matter of fact, these protocols were successfully used by other county agencies, such as the Highway and Bridge Maintenance Division, to suspend Lawn Wizard from its own contract in March 2014.

While the contract included specific language as to what was expected of the vendor, Chapter 11 of the handbook dictates the procedures to be employed should a vendor’s performance become problematic. Indeed, the handbook pronounces that the contract administrator is responsible for all vendor relationships and performance problems. The handbook also describes a vendor complaint form and its use for documenting problem performance. Specifically, if a vendor is under contract and a user agency is having problems with the vendor, the user agency must complete a vendor complaint form. The vendor complaint form documents the user agency’s issues with the vendor and provides the vendor with an opportunity to rectify any problems. The vendor, in turn, responds with how it intends to cure the user agency’s complaint. If the vendor fails to respond to the user agency’s complaint, the contract administrator provides a copy of the complaint form to the Purchasing Division, which will take whatever action is necessary to resolve any issues or concerns. The Purchasing Division’s resolutions range from holding a formal meeting with the vendor through terminating it, and include giving the vendor a stern warning of the ramifications if it does not improve its performance.

However, the OIG found that building managers were not properly trained to handle formal action against a non-performing vendor. Even when a building manager, Lisa King, adequately documented non-performance and notice to the vendor of the issue, the FMD failed to follow through with the Purchasing Division. For example, in a September 4, 2014 email addressed to Mr. Mitchell, Ms. King described the history of Lawn Wizard’s deficient performance starting from February 2014 (Exhibit 13). Ms. King also explained that she had personally met with staff from Lawn Wizard in order to address its substandard service of the West Regional Complex and the fact that despite this meeting, and a subsequent meeting July 31, 2014, the service had not improved. As a result, Ms. King stated that she intended to enter a vendor complaint. During her interview, Ms. King indicated she was under the impression that Mr. Mitchell would utilize her email to follow-through with action against the vendor. Although Mr. Mitchell admitted to receiving her email, he did not file a vendor complaint form or engage the Purchasing Division to take further action. Rather, he sent an email to the building managers reminding them that all vendor complaints must go through him (the “Contract/Procurement Section”) and be signed by his boss (Mr. Campbell) (Exhibit 14). During his interview with the OIG, Mr. Mitchell admitted, “I dropped the ball, I should have done more … I should have completed a vendor complaint form then.” Despite overwhelming evidence of Lawn Wizard’s contract violations, the FMD failed to take formal action against it until April 2015.
Mr. Mitchell explained that the FMD had been having problems with Lawn Wizard since the 2012 contract. When it elected to rebid the contract, the FMD hoped to avoid awarding the subsequent contract to Lawn Wizard. The solicitation was split up into several groups in order to create as many small business opportunities as possible. Lawn Wizard, however, submitted the lowest bid for each of the new groups. Although Mr. Campbell did not want to concur with the award to Lawn Wizard because of the issues the FMD had with it during the previous contract, he had no choice but to do so based on the fact that there was no formal documentation of these issues to justify a non-concurrence.

As to why he never filed a vendor complaint form as required by the handbook in efforts to correct the issues with Lawn Wizard, Mr. Mitchell stated that he vaguely remembered being told by someone in the Purchasing Division that he could not hold Lawn Wizard accountable for poor performance during an interim contract. Therefore, Mr. Mitchell decided not to hold Lawn Wizard accountable through vendor complaint forms until the contract was finally awarded on September 23, 2014. However, the Purchasing Director told the OIG that a contract administrator has the discretion to issue a vendor complaint form at any time, including during interim contracts.

He admitted that he could have done a better job in managing Lawn Wizard for its continued poor performance during the interim contract and beyond. Mr. Mitchell offered that during the 2014 interim contract there was a lot of work going on in his section and he was both understaffed and overwhelmed but agreed that it was no excuse for not completing vendor complaint forms. He speculated that perhaps he did not think things were “that bad,” thus he opted to work with Lawn Wizard instead of filing a formal complaint against it.

Mr. Mitchell was shown a number of emails that dated as far back as the early part of 2014 from FMD building managers, superintendents and a number of other FMD personnel. The emails described a number of issues that FMD field personnel were having with Lawn Wizard’s poor performance. Mr. Mitchell was also shown the email from Ms. King, which detailed issues with Lawn Wizard’s performance and her request for a vendor complaint form to be issued in September 2014. After reviewing the emails, Mr. Mitchell stated that he was aware of their existence and knew the issues that building managers were having. He stated “Yes, I dropped the ball, put the blame on me, I should have done more.” Although he did communicate with Lawn Wizard about the issues through email, and perhaps at a few 15 In his response to the preliminary version of this report, Mr. Mitchell denies making both this statement and the statement that immediately precedes it. He, instead, offers three statements that he did make: (1) “The format of the 2012 contract was problematic. There were inaccuracies in the document. This caused Lawn Wizard to be underpaid for some locations. This was later corrected,” (2) “The Lawns around the County had not been cut for some time. The tall grass which increased the workload caused difficulty for Lawn Wizard to get caught up,” and (3) “For these reasons I informed FMD staff to work with the vendor during this period.” The OIG has reviewed the three statements offered by Mr. Mitchell and finds that they are appropriately captured in the summary of his interview. As for Mr. Mitchell’s denial of providing such an explanation to OIG staff, the OIG notes that a review of the interview memorandum associated with Mr. Mitchell’s interviews confirms that this is an accurate account of what he communicated. Indeed, the accuracy of Mr. Mitchell’s statements is corroborated by the fact that Mr. Campbell provided a similar explanation during his interview.
meetings, Mr. Mitchell was clear that he should have issued a vendor complaint form against Lawn Wizard sooner.

In his defense, Mr. Mitchell explained, because Lawn Wizard was considered a small business by county standards, he always made the effort to work with it. However, in retrospect, he agreed that he gave Lawn Wizard too many chances as evidenced by the documentation accumulated by the OIG investigation. Again, he accepted full responsibility for his failure to act sooner.

Mr. Wright also agreed that the FMD “dropped the ball” and should have issued a vendor complaint form sooner. He explained that although the FMD had many problems with Lawn Wizard, he always tried to work with it to correct the problems and did so for almost two years. Notwithstanding, when faced with evidence of Lawn Wizard’s repeated poor performance, Mr. Wright acknowledged that the FMD “may have dropped the ball” and that, while the FMD did file a vendor complaint form in April 2015, the vendor complaint form should have been issued sooner considering the circumstances. However, Mr. Wright repeated that he was simply trying to work with the vendor.

The OIG’s interview with the county’s Purchasing Director was instructive. The Purchasing Director was clear that while a vendor complaint form is the preferred method of documenting problems with vendors, any memorialization suffices. Indeed, if the Purchasing Division is formally presented with documented instances of continual problems with a specific vendor, then it takes steps to rectify the situation whether it be through suspension, debarment, or a cancellation of the contract. The key, however, is consistent documentation of the issues to sustain adverse action taken against vendors. Thus while the FMD laments the fact that it failed to generate a vendor complaint form, it fails to consider that it could still have made the Purchasing Division aware of the problem by simply providing it with all documented evidence of substandard performance including photographs, emails, and the like.

With regard to the inaccurate nature of Lawn Wizard’s invoices, FMD officials recognized that they presented a problem for the county. After reviewing the spreadsheets generated by the OIG, Mr. Mitchell acknowledged, “Yes, I dropped that ball, there is no good explanation for not doing something sooner.”

Mr. Wright also reviewed the spreadsheets generated by the OIG reflecting overpayments made by the county. After reviewing the documents, he asked, “what do you want me to say?” Mr. Wright then admitted that he was aware of all the issues the FMD had with Lawn Wizard’s invoices, including invoicing for work not performed. He explained that, other than a few meetings with Lawn Wizard to try to correct some of the invoice problems, no action was taken against it. Mr. Wright stated that no action was taken against Lawn Wizard for invoicing for work not performed because “[he] was trying to work with the vendor.” He also stated that while he appreciated that it sounded crazy that he was continually trying to work with Lawn Wizard despite the issues, he only did so because the county’s culture encourages working with
the vendor in order to address such issues. Mr. Wright went on to admit that the FMD could have handled the invoice issues better.

Mr. Campbell stated that he was aware of invoice issues and thought that they were resolved. Further, he advised that while Mr. Mitchell had expressed concerns, he did not appreciate the caliber of the severity of those concerns until he reviewed the OIG’s analyses. During a follow up interview with Mr. Campbell, he stated that after seeing all the issues with Lawn Wizard’s invoices, he was having the FMD accounting section thoroughly review all outstanding invoices from Lawn Wizard.

2. **FMD Building Managers Approved Payment for Services Not Rendered**

As demonstrated in the several analyses conducted by the OIG, Lawn Wizard billed for services which, according to their own daily work reports, were either not completed or only partially completed during a particular visit and billed for services which could not be verified by daily work reports. FMD building managers, on the other hand, approved these bills for payment. This is disturbing considering the fact that the FMD was in possession of Lawn Wizard’s monthly completion reports that, in many cases, did not support the services invoiced. At a minimum, these monthly completion reports should have been used by the building managers to verify the dates and services billed on the invoices and to reject questionable charges. What is more, although not a written requirement, building managers were orally instructed to complete inspection forms when they inspected serviced properties. If completed, these forms could have also been consulted to verify invoices. Unfortunately, these forms were not consistently completed. Notwithstanding these potential internal controls, FMD building managers still approved numerous unsupported charges as detailed above.

3. **The FMD Paid An Employee Overtime to Shadow Lawn Wizard and Inspect Its Work**

In the signed contract, Lawn Wizard included an “executive summery [sic]” which assured that “… regular site inspections will be completed by supervisor.” It was obvious, however, that such inspections were not being conducted by Lawn Wizard as building managers were repeatedly finding that services to their properties were either not conducted, or, if done, incomplete. In response, the FMD decided, starting October 2014, to assign a building manager assistant the task of shadowing Lawn Wizard and verifying its work. This assignment allowed for any overtime associated with the inspections.

In order to determine the costs incurred in assigning the assistant to solely shadow Lawn Wizard, the OIG obtained and reviewed the assistant’s payroll records from October 25, 2014 to April 11, 2015. According to payroll records, the assistant was paid $24,897.51—$19,886.05 in regular pay and $5,011.46 in overtime—for monitoring and inspecting Lawn Wizard’s work. This cost would not have been incurred had Lawn Wizard provided services in conformance with the contract.
According to Mr. Wright, the decision to assign one employee to inspect all Lawn Wizard properties was a collective one by Mr. Campbell, Mr. Mitchell, and himself. They felt that instead of having eight different building managers inspecting Lawn Wizard’s work, it would be better to have one person inspecting the work in order to promote consistency. Mr. Campbell explained that the funds for the new assignment were covered by the administrative budget which, he believed, had a certain amount of money assigned to lawn inspections. In his view, having one person handle the inspections essentially shifted the cost from many building managers to one. Such a view, however, fails to appreciate that, while perhaps funds were already allocated to pay the assistant’s regular rate, he was not performing his regular duties which were to fill in whenever building managers were out sick or on vacation as well as provide the building managers with administrative assistance. The assistant’s unavailability, in turn, impacted the building managers’ ability to perform their duties. Thus, while the assignment may not necessarily represent a misallocation of funds, it certainly represents a misallocation of resources, especially considering the fact that the FMD essentially spent $25,000 to shadow a vendor that billed approximately $50,000 in services during that six month period.

Mr. Campbell went on to explain that, while he was aware of the assignment, he was not aware that approximately $5,000 was paid in overtime for it. In fact, he was unaware that overtime was granted at all. While the purpose of this assignment was to help hold Lawn Wizard accountable for its poor performance, the length of the assignment was never discussed. After being shown the plethora of evidence accumulated by this building manager assistant in just the first month of his assignment, Mr. Campbell lamented the fact that the assignment lasted more than six months, stating “no, we should not have had him spend that amount of time.”

Lawn Wizard, on the other hand, was pleased with the FMD’s decision to assign an FMD employee to Lawn Wizard’s contract. Indeed, Project Manager B candidly admitted that she was happy with the assignment as the employee was charged with conducting inspections for which she was responsible.

**Broward County’s Failure to Always Timely Pay Lawn Wizard’s Invoices Did Not Constitute Misconduct**

Section 1-51.6 of the Broward County Code establishes the county’s prompt payment policy. This section not only defines the policy but also “establishe[s] a procedure and process for deciding promptness of payment disputes between vendors and Broward County government.” As discussed at the outset of this report, this investigation originally stemmed, in part, from Lawn Wizard’s allegation that the county failed to pay its invoices in a timely manner. The OIG conducted a review of invoices paid between March 2014 through September 2014 (Exhibit 15, *OIG Review of Late Payments to Lawn Wizard*). Out of a total of 37 invoices, 21 were paid after 30 days, of which eight were over 45 days late. Our investigation also determined that in early 2014 the FMD accounting division experienced 100 percent turnover in staff, significantly impacting operations. In light of the turnover in staff and the extensive billing
discrepancies detailed above and attributable to Lawn Wizard, the OIG declines to find that the FMD engaged in misconduct relating to the prompt payment policy.16

INTERVIEW SUMMARIES

As a part of the investigation, OIG staff conducted numerous witness interviews. Significant interviews are summarized below:

1. Interview of the Lawn Wizard Bookkeeper

The bookkeeper has worked for Mr. Longo for approximately four years. She is in charge of not only secretarial work and other administrative duties, but also bookkeeping, payroll, and invoicing vendors.

The bookkeeper advised that Lawn Wizard employs approximately six to seven team leaders at any given time and around 50 or 60 crew members. The crew members are usually day laborers who are hired through a workforce agency used by Lawn Wizard. While Lawn Wizard generally hires crew members with landscaping experience, they sometimes hire crew members with little to no experience. Although Lawn Wizard attempts to keep the same crew members, there is a lot of turnover.

The bookkeeper stated that Lawn Wizard has two project managers. The project managers are responsible for scheduling and day-to-day operations of the lawn crews in the field. The bookkeeper went on to explain that at the start of each shift, the project managers give the crew leaders a daily work report for them to fill out after each site is serviced on the schedule. The daily work report contains the dates that each facility was serviced as well as notes what service was provided whether it be a mow, trim, or fertilization. At the end of the day, the crew leaders turn in the daily work reports and the project managers utilize them to complete the monthly completion report spreadsheet. At the end of the month, the project managers provide her with the spreadsheet reporting the facilities serviced and the services provided for that month. The bookkeeper utilizes this spreadsheet to create an invoice in QuickBooks and later submits the invoice to the county for payment.

The bookkeeper also explained that she is the point of contract when a client identifies discrepancies on invoices. If she can make the necessary corrections, she usually does so without speaking to anyone from Lawn Wizard. However, if there are issues such as questions as to whether work was conducted, she involves both project managers.

The bookkeeper was shown Invoice #8007, which the county had refused to pay because it charged for weed services, a service that is included with mowing. The bookkeeper recalled the charge and explained that Mr. Longo told her to charge the $250 weeding charge because the

16 The prompt payment policy contains remedies, including a hearing, which Lawn Wizard may utilize to obtain an adjudication of all the relevant facts.
weeds were out of control. The bookkeeper went on to explain that weed control service was a separate charge in the prior contract with the FMD. It was not until she was told by the FMD that she discovered that weed control services were now included in the mow service.

The bookkeeper was also shown several other invoices that showed fertilization charges that were denied by FMD building managers. She reviewed each invoice shown to her and stated that she made a mistake by including it. She explained that she uses previous invoices in QuickBooks and changes the dates when preparing new invoices. Sometimes she forgets to change a date or a charge and that usually leads to her errors, especially in the case of fertilization charges where if the field is left blank, it calculates as a charge.

The bookkeeper was then shown duplicate charges dated June 2014. She admitted that the duplicate charges were errors by her, but claimed that they were errors that the county caught. She explained that the June 2014 charges were actually incurred in August. She simply forgot to change the date. She claimed the county had emailed her requesting a new invoice, however, she could not locate the email.

The bookkeeper stated that she has brought up invoice issues with Mr. Longo and the project managers during staff meetings, however, her concerns were ignored. Although she was reprimanded some time ago for submitting inaccurate invoices, she felt she was used as the “scapegoat” because of the project manager’s failure to verify the crew leaders’ reports.

Finally, the bookkeeper reported issues with the timeliness, or lack thereof, of the county’s payments. For example, the November 2014 invoice had not been paid over two months after it was issued. The bookkeeper further reported that delays in payment are very common even when there are no issues with the invoice. Indeed, it is often months before she receives payment and this after constant calls or e-mails to the county.

2. Interview of Lawn Wizard Project Manager A

Project Manager A is responsible for completing work orders, scheduling, hiring, dispatching lawn crews and communicating directly with customers. Although his responsibilities also include going out and inspecting jobsites, he rarely does so because of all his other responsibilities. A crew leader was recently promoted to assistant project manager and is now responsible for inspecting jobsites and communicating with the lawn crews.

Project Manager A explained that daily work reports log the locations serviced on a particular day, along with an indication of the service provided. Daily work reports also contain a note section for the crew leader to document any issues. These reports are provided to Project Manager A who, in turn, generates a separate spreadsheet noting relevant dates, and most importantly, services completed (mow, trim, or fertilization). The spreadsheet is then emailed to the FMD every morning after being updated. At the end of the month, Project Manager A turns in his spreadsheet, with the logs affixed, to the bookkeeper. It was his understanding that the bookkeeper would use the spreadsheet as a reference to complete the FMD’s invoices.
Project Manager A explained that Lawn Wizard assigned a lawn crew of six men, including the crew leader, to the contract. While Project Manager A initially opined that the crew of six had the ability to complete the 70 plus facilities within the contract, he later admitted that the contract actually needed at least two crews consisting of five to six crew members each. Although he has, in the past, communicated the need for two crews to Mr. Longo, Mr. Longo refused to assign an additional crew because he believed that the sites could be completed with one crew. Operating with one crew, however, is especially difficult during the summer months as Lawn Wizard gets so backed up because of the rain that it is impossible to keep up with all the facilities.

Project Manager A was familiar with the specifications of the contract and candidly admitted that he did not believe that Lawn Wizard met those specifications in the past. As such, he, for the most part, agreed with the FMD building managers’ complaints. However, Lawn Wizard was making the necessary improvements to bring each facility up to the requirements of the contract. For instance, since the assignment of one building manager to inspect Lawn Wizard’s work, the inspection process has improved and the FMD seems to be satisfied with Lawn Wizard’s recent performance. Notwithstanding, Project Manager A remarked, even though Lawn Wizard had recently made improvements in its overall operation, if he were the county, he would have fired Lawn Wizard a long time ago.

The OIG presented Project Manager A with an analysis of Lawn Wizard’s daily work reports versus its invoices which showed that, on numerous instances, Lawn Wizard charged the county for a trim, fertilization or mow even though the daily work reports did not indicate that the work was performed. Project Manager A explained that the lawn crew that performed the mow was the same crew that also trimmed and fertilized, thus there was no possibility that the work was completed by a separate crew. The only explanation he could offer was that the work was billed based on the crew’s oral assurance that the work was done. However, there was no way of knowing for certain.

Project Manager A went on to explain that he never verified the work on the daily work reports. To that end, he acknowledged that it was possible for a crew leader to lie because no one from Lawn Wizard was verifying the work. As such, Project Manager A relied on FMD building managers to inspect the work operating under the adage that “no news was good news.” Again, Project Manager A acknowledged, that barring inspections from the FMD, there was no process by which Lawn Wizard’s invoices could be verified.

3. **Interview of Lawn Wizard Project Manager B**

Project Manager B worked as a project manager for Lawn Wizard from May 2012 until January 2015. She resigned in January because Mr. Longo was not paying her salary as well as the salaries of other employees.

Project Manager B explained that, as a project manager, she was responsible for Lawn Wizard’s day-to-day operations. She dealt with all personnel issues, kept in contact with Lawn Wizard customers, answered emails, and visited sites when possible. While Project Manager A and she
had similar responsibilities, Project Manager A was also responsible for creating the lawn crew schedule and sending it out to the user agencies.

Project Manager B explained that at Lawn Wizard the crews were broken into approximately seven teams with about five crew members each. The crew assigned to the county’s contract only had one team of about five crew members and a crew leader. Occasionally, Mr. Longo would allow the county’s contracts to have seven crew members, but in general, Mr. Longo insisted that 70-plus facilities could be serviced monthly with a crew of five. This, per Project Manager B, was an unrealistic expectation. On a number of occasions, she raised her concerns to Mr. Longo, however, he would tell her he only bid the job for five crew members.

Project Manager B went on to explain that the assignment of only one crew of five to the contract was the biggest obstacle in completing the work. While the crews really tried to get the work done, it was just not realistic to only have five crew members on the county’s contracts, especially considering the high turnover among the crew members. This turnover, in and of itself, was problematic as there was constantly new members assigned to the contract with little to no experience on a large scale contract. Many times they didn’t even know what they were supposed to do. Coupling these dynamics with the pressure Mr. Longo put on the crews to get five to six facilities done each day, the crews were left with two options: do half the work or don’t do it at all.

Project Manager B described how services provided were recorded. According to her, each crew leader is responsible for completing a daily work report documenting the facility serviced and the services provided. The crew leader turns in the report at the end of the shift. The following morning either the other project manager or she inputs the report in a spreadsheet provided by the county. A copy of this spreadsheet is updated then forwarded to the FMD daily. At the end of the month, the updated and completed spreadsheet, along with the daily work reports attached, are provided to the Bookkeeper who, she believes, prepares the invoices.

Although one of her responsibilities included inspecting sites, Project Manager B would not verify whether the work reported on the daily work reports were accurate or consistent with the schedule set forth by Project Manager A. In fact, Mr. Longo never conducted site visits either, making it possible for the crew leaders to inaccurately or fraudulently complete the daily work reports in response to the great deal of pressure Mr. Longo placed on the crew to complete their service routes each day. According to Project Manager B, Mr. Longo intimidated the crew members and constantly threatened to fire them for failing to get the jobs done in a timely manner.

Project Manager B was shown an analysis prepared by the OIG which showed that Lawn Wizard had, in the past, produced invoices that had charged for either a trim, fertilization or a mow when the corresponding daily work reports showed the work had not been performed. Project Manager B speculated that if a trim showed up on an invoice but not on the corresponding daily work report, it could be because, at times, she would send out a separate crew to just do trims. The trim crew, however, also had to turn in a daily work report specifying the trim work. If there were no daily worksheets reflecting the trims, she continued, then it’s safe to assume the work was not done. Project Manager B was clear—she has never fraudulently documented work as complete, nor was
she ever told by Mr. Longo or anyone else to fraudulently document work as complete when it was never actually done.

In the Project Manager B’s opinion, Lawn Wizard’s issues with the county were a result of poor management and an inability on Mr. Longo’s part to allocate resources appropriately. She added that Mr. Longo should have never bid the county’s contract so low and speculated that he intentionally did so just to get the contract.

4. Interview of John Longo

Mr. Longo stated that Lawn Wizard started working with the county sometime between 2009 and 2010. Lawn Wizard employs approximately 60 employees. The 60 employees include two project managers, two accountant-bookkeepers, one mechanic, seven to eight crew leaders, Mr. Longo and his wife, and either daily labor workers or hourly labor workers. Some of the daily labor workers are hired from organizations like Workforce One and Dismas Charities, while others are daily walk-ins looking for day labor jobs. While Mr. Longo is involved in the day-to-day administrative operations of Lawn Wizard, Project Manager B was primarily responsible for being out in the field addressing daily issues and communicating with Lawn Wizard’s clients.

Mr. Longo explained that the mow crews are provided a worksheet each day which lists the locations that the crew is to service. During certain times of the year, especially during the rainy season, Lawn Wizard cannot make it out to a particular site and ultimately gets behind on the schedule. In 2015, he continued, Lawn Wizard lost between 10 and 12 days during the months of June and July because of rain and wet grounds. While he tries to do the best he can to keep with the schedule, sometimes he gets too behind on the work.

Mr. Longo recounted that problems with the county began when Lawn Wizard was originally awarded an FMD contract. The contract bid was tied to the square footage and not the job site. When he went out to the jobsite, however, he learned that the square footage was wholly inaccurate—each site had more square footage then originally documented in the bid proposal. After many meeting and headaches, Lawn Wizard was finally paid for the extra work that needed to be done. The square footage was ultimately corrected.

As the interview turned to the reliability of Lawn Wizard’s services, Mr. Longo was shown an analysis created by the OIG using Lawn Wizard’s records which demonstrated that between February 2014 and September 2014, the period of their interim contract, Lawn Wizard complied with the schedule set by the contract only 60 percent of the time. Mr. Longo reviewed this analysis and readily admitted that Lawn Wizard did not service the facilities according to the schedule provided for in its contract with the county. He explained that when he originally bid on the job, his goal was to break up the FMD facilities into four quadrants which would have allowed them to service facilities according to the contracted schedule. He was never able to implement the quadrant program, however, because he found it difficult to find competent workers.
Exacerbating Lawn Wizard’s unreliability, Mr. Longo continued, was admittedly poor oversight on the part of his project managers. Mr. Longo explained that he rarely visited the FMD sites. It was also rare for the project managers to visit FMD sites. Instead, the project managers relied on the crew leaders to ensure that the work was completed. In addition to blaming Lawn Wizard’s ills on the project managers’ misplaced reliance on crew leaders, Mr. Longo also faulted the project managers for their lack of communication with him. For instance, Mr. Longo explained, he was under the impression that he had two crews on the FMD contract. Just recently, he was informed that he only had one crew on the contract which, Mr. Longo reasoned, explained their performance issues. Mr. Longo went on to explain that the relationship between Lawn Wizard and the county has steadily improved. Notwithstanding, he candidly agreed with some of the complaints featured on the County’s Notice of Intent to Suspend and/or Debar.17

The OIG provided Mr. Longo with an analysis that showed that Lawn Wizard had invoiced for services for which no daily work report was provided. Mr. Longo advised that the daily work reports are the only documents used to determine if work was done. While there are times that a daily work report is not generated despite the fact that the work was completed—such as times that Lawn Wizard would bill based on a crew leader’s oral assertion that the work was done—by and large, if a daily work report had not been completed, it is safe to say that the work was not done.

The OIG then turned to discussing billing issues discovered through various analyses conducted by the OIG. At the outset, Mr. Longo was provided an analysis of Lawn Wizard’s April, May and June 2014 invoices which showed that the county was billed for services, the majority of which were fertilizations, despite the fact that they were not checked as completed on Lawn Wizard’s completion reports. According to the analysis, many of the fertilizations were billed monthly. Mr. Longo explained that he would never invoice for work that was not done, so if he invoiced for it then Lawn Wizard must have done the work. He stated that he had a separate crew doing fertilizations, which might explain why it was not checked off on daily work reports. However, he admitted that even a separate crew should have completed daily work reports. When the OIG pointed out that fertilization was charged for a facility despite the fact that the facility had nothing to fertilize, Mr. Longo admitted that fertilization was probably not done if the property had nothing to fertilize. Mr. Longo further admitted that Lawn Wizard would definitely not fertilize the same site every month as suggested by the invoices. Any invoices billing for monthly fertilizations were erroneous.

Regarding Lawn Wizard’s billing for mowing without weeding, after reviewing the OIG analysis, Mr. Longo admitted that he had no doubt there were errors. Mr. Longo offered that sometime last year he assigned a “special guy” to do the weeding. However, he never inspected this individual’s work as he assumed the project managers would ensure that weed control was being done.

When asked why daily work reports did not indicate that trimming was done, even when it was required, Mr. Longo stated that he had created a special crew to exclusively do the trimming. He then conceded that the daily work reports should exist for the trimming crew nonetheless.

17 See footnote 4 above.
In efforts to explain the double billing, Mr. Longo offered that the bookkeeper may have accidently input the wrong dates as she generates current invoices by copying and pasting from prior invoices. Also, it was possible that crews had to go back to a job site to address unfinished services and may have completed a separate daily work report when they should not have. Unfortunately, Mr. Longo continued, there was no way of telling what happened or whether the double billings were indeed mistakes by Lawn Wizard. He agreed, however, to credit the FMD if the mistakes were on Lawn Wizard’s part.

In sum, Mr. Longo admitted that Lawn Wizard committed many errors. Thus, he would not dispute the OIG’s analysis. He further reiterated that the questionable invoices were either the product of errors on the part of his project managers or simply inaccurate entries made by the bookkeeper. There was no intent to commit fraud. Indeed, he assured, “it’s not like I was saying bill them because they are approving anything.” Mr. Longo further explained that Lawn Wizard was consistently trying to refine its systems because he realized that there were a lot of issues with its overall operational system. For instance, he wanted to buy a computerized system to schedule and bill but that never came to fruition. Mr. Longo expressed that there were many challenges to owning a landscaping business which was one of the reasons he and his wife made the decision to dissolve Lawn Wizard.

5. Interview of Broward County Purchasing Director

The Purchasing Director explained that the proper way to hold a vendor accountable is to ensure that the designated contract administrator adheres to the terms and conditions of the signed agreement between the vendor and the county. One way that a contract administrator can ensure a vendor is performing pursuant to the contract is to obtain a status report from the vendor each month before payment is issued. The advantage of proceeding in this fashion is that a vendor is immediately on notice of any performance issues. Also, the contract administrator would be able to withhold payments until the issue is resolved.

The contract administrator should be in communication with the user agency regularly and identify any issues in a timely manner. An issue should not be allowed to continue unaddressed. If an issue with a vendor arises and there is little to no improvement, the contract administrator should first have a verbal discussion with the vendor. If the verbal discussion does not cure the issue, then the contract administrator should address the issue with the vendor in writing citing the terms and conditions of the contract. The contract administrator has discretion to issue a vendor complaint form at any time, including during interim contracts. If the issue is egregious enough, the contract administrator can forego the preliminary steps and issue a vendor complaint form. The Purchasing Director added that while she considered two to three months a reasonable amount of time to work with a vendor before taking significant action, two years was certainly not reasonable.

The Purchasing Director explained that a vendor complaint form is an official document that puts the vendor on notice to cure any issues. It also protects the county in the event the vendor feels he is not being treated fairly. While a vendor complaint form is the preferred document to hold a vendor accountable, it is not required. The contract administrator can also communicate issues via
email with the vendor and any correspondence between the vendor and the contract administrator can provide that documentation.

The Purchasing Director advised that had the FMD provided the Purchasing Division with documentation noting Lawn Wizard’s failures, it would have been removed as a vendor a long time ago. There are protocols in place that need to be followed in order for the Purchasing Division to act against a problem vendor. For instance, the Purchasing code allows the Purchasing Director to suspend without recourse, which is the course she opted to take with Lawn Wizard. Lawn Wizard was debarred from doing any further work in the county in October 2015, which means it lost all contracts it had and can no longer bid for work. While this is the action the Purchasing Division ultimately took, the FMD did not have to wait for it to debar Lawn Wizard. Instead, the FMD could have terminated Lawn Wizard for cause (breach of contract) or convenience. While this avenue would have required the FMD to work with the County Attorney’s Office, it should not have been too difficult given all of Lawn Wizard’s breaches.

With regard to performance evaluation forms, the Purchasing Director explained that the focus is on the numerical score assigned to the vendor. If there are negative comments about a vendor’s performance in the comments section, the comments carry no weight as the code only allows the Purchasing Division to consider the numerical score. However, if there are negative comments in the comments section and the numerical score does not match those negative comments, the contract administrator should investigate.

While the Purchasing Director was never a part of any meeting with Lawn Wizard, she had been aware of issues with Lawn Wizard for some time. She recounted a recent phone call from the county medical examiner inquiring about purchasing a lawn mower for their facility (which should have been maintained under Lawn Wizard’s FMD contract). According to the medical examiner, the grass was in really bad shape at the medical examiner’s office and he was concerned about victims’ families seeing the office landscaping in such poor condition.

In sum, the Purchasing Director opined that the FMD should have completed a vendor complaint form in response to the mounting issues. The fact that it initially concurred with the award would be of no consequence as a vendor complaint form could have enabled it to rescind the concurrence. However, the issues here extended past the issue of vendor complaint forms and became an issue “about proper contract administration.”

### 6. Interview of Purchasing Agent

The purchasing agent has been working for the Purchasing Division for a little over two years. His primary responsibilities include developing contract solicitations for county divisions to purchase goods or services, creating bid packages, reviewing bids after submittal, and setting forth recommendations to the county commissioners for their final approval.

The purchasing agent explained that, during the bidding process, the county’s procurement code requires that the purchasing agent recommend the bidder with the lowest bid. Under no condition
is the personal opinion of a purchasing agent considered when recommending a bid for award. Instead, the purchasing agent must follow all procurement code protocols and only utilize the evidence provided to either concur or not concur with an award. Once the Purchasing Division has awarded a bid, it was the responsibility of the user agency’s contract administrator to manage the contract. While the contract administrator is usually the director of the agency, the director can designate someone else to manage the contract.

The purchasing agent also explained that when a user agency files a non-concurrence to awarding a particular vendor a contract, it must have a vendor complaint form to support their position. A vendor complaint form provides the user agency a formal document to hold a vendor accountable for poor performance as well as gives the vendor an opportunity to respond with a “cure.” If, after a vendor complaint form is issued, the problem does not get resolved, then the Purchasing Division holds a formal meeting with the vendor to either terminate the vendor, reject its bid, or give the vendor a stern warning of the ramifications if it does not improve their performance. It all depends on the severity of the problem.

Here, the purchasing agent was aware of the problems the FMD was having with Lawn Wizard. However, as the Purchasing Division is bound to the procurement code, it could not get involved where a vendor complaint form was not provided. Indeed, he repeatedly explained the necessity of a vendor complaint form to Mr. Mitchell, the contract administrator for the FMD who complained a lot about Lawn Wizard’s poor performance. Despite the FMD’s knowledge that a vendor complaint form was required to hold a vendor accountable, however, it would simply not provide one.

While the FMD was, indeed, providing performance evaluations on Lawn Wizard, the performance evaluations were not a substitute for vendor complaint forms. What is more, even the performance evaluations were questionable considering the fact that while the comments on the evaluation would indicate that the FMD did not recommend a contract renewal with Lawn Wizard, it would award Lawn Wizard a numerical score consistent with a fair rating. Thus, despite any negative comments, the Purchasing Division would not be able to act as they are bound to the numerical score.

The purchasing agent noted that as of the day of his interview, he still had not received a vendor complaint form from the FMD for Lawn Wizard. In his opinion, the FMD dropped the ball on properly documenting its issues for the Purchasing Division, thereby putting itself in a position where it could not take action against a vendor despite the vendor’s history of poor performance.

18 During his interview, the purchasing agent referred to vendor complaint forms as “vendor performance evaluations.”
19 In his response to the preliminary version of this report, Mr. Mitchell disputes being told by a purchasing agent that he needed to file a vendor complaint form.
7. **Interview of Administrative Coordinator**

The FMD’s administrative coordinator has worked for the county for approximately eight years. She started as administrative coordinator on April 29, 2013. The administrative coordinator’s primary responsibility is to process vendor invoices. She directly oversees two account clerks who help process invoices. She reported that there has been 100% turnover in her section which has led it to fall significantly behind in processing vendor payments. Between June 7, 2013 and January 31, 2014, the administrative coordinator only had one employee. After January 31, 2014, she lost that employee to a promotion to another department and she worked alone until April 28, 2014.

When the administrative coordinator receives Lawn Wizard invoices, she sends a copy of them to the respective building manager. As the contract is split into five groups, there are times when one invoice may have to be approved by several different building managers as the invoice is for multiple locations. This tends to slow down the payment process as she has to wait for approval from all building managers before processing payment. While there may be complaints about the quality of the work being billed, the invoice is paid if it is approved.

The administrative coordinator recalled a handful of times when Lawn Wizard submitted an invoice for work not completed or partially completed. When this initially began, the administrative coordinator would short pay the invoices for the discrepancies without discussion with Lawn Wizard. After some time, she began notifying Lawn Wizard of the discrepancies on invoices and Lawn Wizard would either correct the mistake or simply ignore the issue.

In the future, the administrative coordinator will begin sending Lawn Wizard invoices to a building manager at the FMD who will solely be responsible for inspecting Lawn Wizard’s work and approving payment. Further, she is currently working on a landscape inspection compliance report per Mr. Wright’s request. Additionally, the administrative coordinator is cross referencing invoices with a report that lists all inspection reports available in the system. While she was unaware as to why this was asked of her, she suspected it had something to do with the OIG’s involvement in the matter.

The administrative coordinator was provided with the OIG’s analysis on Lawn Wizard’s past due invoices. After reviewing the analysis, she admitted that there was no reason for the late payments other than being understaffed and overworked. She explained that she gets close to 160 emails each day and, at times, has to come in on Saturdays to catch up on reading all the emails. About 100 of those emails are invoices from vendors. She has expressed these concerns to her supervisors, but she has been told that there was no budget for additional staff.

8. **Interview of Ian Mitchell**

Mr. Mitchell explained that the contract administration section primarily handles service oriented contracts, such as janitorial and landscaping services. Mr. Mitchell was clear that his department only handles the administration of their contracts, not the actual contracting of the job as that task is reserved for the Purchasing Division. While Mr. Campbell is the official contract administrator,
he has the authority to designate others to administer a specific contract. Through this authority, Mr. Mitchell was assigned to be the contract administrator for the Lawn Wizard contract.

As a contract administrator, Mr. Mitchell is charged with putting contracts in place, defining the scope and terms of services needed, and establishing the contractor obligations. Mr. Mitchell explained that Mr. Wright is responsible for FMD operations and FMD building managers are responsible for handling paperwork and dealing with issues out in the field. The building managers are at liberty to contact Mr. Mitchell should any issues arise with any of the contractors that provide services.

Mr. Mitchell went on to recount the FMD’s history with Lawn Wizard. Per Mr. Mitchell, Lawn Wizard was first awarded a contract with the FMD in June 2012. Lawn Wizard replaced TLC Landscaping as the primary contractor for mowing FMD facilities. Problems arose with this contract from its inception, starting with a significant lapse of time between the expiration of TLC’s contract and when Lawn Wizard was awarded a temporary one while the permanent one was being worked out. At the kick-off meeting that took place when Lawn Wizard was awarded the temporary contract, Mr. Longo informed him that his subcontractor backed out of the contract which in turn created additional delays before the grass was mowed. Further, Mr. Longo requested that the FMD pay for all the additional work caused by the grass not being mowed during the interim, which was approximately six months. This request was reasonable considering the fact that the grass grew significantly within those months, requiring additional man hours to bring it up to contract standards.

After the kick-off meeting, however, Lawn Wizard could not keep up with the demands of the work. Lawn Wizard continuously used the weather as its reason for not mowing the lawn per the schedule required by the contract. Further complicating the matter was the fact that the FMD’s accounting section had a 100% turnover and the fact that Lawn Wizard’s office would continuously fail to properly submit invoices per FMD accounting section requirements. After several months of negotiations, the FMD finally approved $80,000 to cover the additional cuts. The official reason given for justifying the extra cost was that the county had miscalculated the square footage of the job.

Based on this history, Mr. Mitchell explained that he felt that the FMD could not hold Lawn Wizard accountable for its poor performance during this period. In fact, he even instructed the building managers to be lenient with Lawn Wizard on some of its work. This instruction came back to haunt the FMD because Lawn Wizard continued to perform poorly.

The FMD had the option to extend the Lawn Wizard contract once it came to an end in June 2012, however, it decided instead to rebid it with some changes. One of the changes was to break the

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20 In his response to the preliminary version of this report, Mr. Mitchell denies telling OIG staff that FMD could not hold Lawn Wizard accountable for its poor performance or that he told building managers to be lenient with Lawn Wizard. Instead, he claims that he told OIG staff that “given the circumstances we had to work with Lawn Wizard to help them meet the obligations of the contract” and “we had [to] work with Lawn Wizard considering they were coming into a situation in which we had tall grass.”
contract into several groups so that multiple small businesses could be awarded parts of the contract. However, Lawn Wizard submitted the lowest bid for each of the groups. Although the bid document instructed that no one vendor would be awarded more than two groups, the Purchasing Division opted to award the entire contract to Lawn Wizard after an objection was filed to rebidding the contract.

As the FMD had not documented its troubled history with Lawn Wizard, Mr. Mitchell reviewed performance reports from other divisions that had their facilities serviced by Lawn Wizard. Lawn Wizard’s overall score for these services was satisfactory. Accordingly, the FMD could not withhold its concurrence to Lawn Wizard being awarded the contract. The County Commission officially awarded the contract to Lawn Wizard on September 23, 2014. Mr. Mitchell explained that Mr. Campbell did not want to concur with the award because of Lawn Wizard’s history with the FMD, however, Mr. Campbell did not have the documentation necessary to sustain a non-concurrence as the Commission relied heavily on performance reports.

With regard to Lawn Wizard’s invoicing troubles, Mr. Mitchell acknowledged that Lawn Wizard routinely submitted invoices for work not performed. He was aware of it because building managers had told him that they were not approving certain invoices as Lawn Wizard had not cut the grass during that period.

Mr. Mitchell was shown an analysis completed by the OIG that detailed a plethora of billing errors by Lawn Wizard. These billing errors included billing the county for work either not done or partially completed, billing for work for which Lawn Wizard had no supporting documentation, and billing for the same work within a few days of each other. After reviewing the analysis, Mr. Mitchell stated that, “Yes, I dropped that ball, there is no good explanation for not doing something sooner.”

In the past, the FMD relied on the building managers to complete inspection reports which led to inconsistency as there were eight different opinions as to Lawn Wizard’s performance. In order to address this, the FMD opted to have one person evaluating Lawn Wizard’s work with that person also being Lawn Wizard’s point of contact in October 2014. The assistant building manager assigned to the task documented a number of issues that Mr. Mitchell, at the time, viewed as an operational issue versus a contract administration one. Therefore, even though he received extensive documentation from the assistant building manager, he did not take action. However, upon review he realized that he should have known it was a contract administration problem and acted by filing a vendor complaint form. His lapse was especially troubling to him considering the fact that he always tells his staff that if a vendor shows a pattern of issues then it is a contractual

21 In his response to the preliminary version of this report, Mr. Mitchell denies admitting that Lawn Wizard routinely submitted invoices for work not performed. Instead, Mr. Mitchell submits that he was aware of invoices not being approved because of performance issues.

22 In his response to the preliminary version of this report Mr. Mitchell explains that he only made this admission because, at the time, he “did not know the OIG material was incorrect.” Mr. Mitchell does not explain the basis for his conclusion. None of the responses provided any evidence that the OIG’s analysis or conclusions were incorrect.

23 The FMD has eight building managers.
Mr. Mitchell explained that he did not file a vendor complaint form against Lawn Wizard during the interim contract because he vaguely remembered being told by someone from the Purchasing Division that he could not hold Lawn Wizard accountable for poor performance during an interim contract. When pressed on this issue, Mr. Mitchell reconsidered the assertion, remarking that he really was not sure what was said to him, but whatever it was, it made him believe that he could not hold Lawn Wizard accountable. He reiterated, “I dropped the ball, I should have done more … I should have completed a vendor complaint form then.” He added during a follow-up interview that vendor complaint forms were not looked upon favorably in the county, but were a last resort.

Notwithstanding, Mr. Mitchell admitted that he could have done a better job managing the Lawn Wizard interim contract and the contract. Mr. Mitchell explained that during the interim contract there was a lot of work going on in his section and he was both understaffed and overwhelmed. In that year, he lost four employees, making it difficult to keep abreast of issues. He further speculated that perhaps he did not file a vendor complaint form because he did not think things were “that bad,” thus he opted to work with the vendor.

Mr. Mitchell was shown a number of emails that dated as far back as the early part of 2014 from FMD building managers, superintendents and a number of other FMD personnel. The emails described a number of issues that FMD field personnel were having with Lawn Wizard’s poor performance. Mr. Mitchell was also shown the email from Ms. King, which detailed issues with Lawn Wizard’s performance and her request for a vendor complaint form to be issued in September 2014. After reviewing the emails, Mr. Mitchell stated that he was aware of their existence and knew the issues that building managers were having. He stated “Yes, I dropped the ball, put the blame on me, I should have done more.” Although he did communicate with Lawn Wizard about the issues through email, and perhaps at a few meetings, Mr. Mitchell was clear that he should have issued a vendor complaint form against Lawn Wizard sooner.

Mr. Mitchell pointed out that Mr. Wright should have also been aware of all the problems the building managers were having with Lawn Wizard, since he was being copied on all the emails he was getting from the building managers. Mr. Mitchell added that he assumed that Mr. Wright was handling the building managers’ complaints, as he would see that Mr. Wright was responding. Nevertheless, Mr. Mitchell acknowledged that it was still his job to get involved and advise Mr. Wright and others of options available to them in order to address the Lawn Wizard issues. In fact, sometime in September 2014 he sent the building managers a step-by-step guide on how to complete a vendor complaint form in light of all the complaints. He stated it was not only his responsibility to issue vendor complaint forms. However, he did not follow up, and for this, he again accepted full responsibility.

While the building managers certainly collected enough documentation for a vendor complaint form to be issued, it was not issued because Mr. Mitchell was trying to work with Lawn Wizard. Lawn Wizard was considered a small business by county standards, thus Mr. Mitchell always
made an effort to work with it. Giving Lawn Wizard so many chances, he admitted, came back to “bite him in the butt” considering all the documentation routinely sent to him via email.

During a follow-up interview in June 2015, Mr. Mitchell speculated that he probably did not take action against Lawn Wizard early on in the contract because he was intimidated considering the issues with the previous contract. He went on to explain that, on April 14, 2015, Mr. Wright finally issued a Notice of Non-Compliance after Lawn Wizard “butchered the hedges.” A second Notice of Non-Compliance was issued on May 6, 2015 and a Notice of Breach was issued on June 22, 2015. After this, Lawn Wizard simply stopped showing up.24

As a result of the situation with Lawn Wizard, Mr. Mitchell acknowledged that improvements were needed within the contract administration section of the FMD. First, he needs to meet with all sections involved, from the accounting section to the FMD’s operations section, to review who is responsible for different portions of a contract. In addition, he wants to become more involved in how contracts are being written with a focus on vendor expectations. Further, he needs to improve how he communicates problems with vendors to the Purchasing Division and to Mr. Campbell.

9. Interview of Howard Wright

Mr. Wright explained that Lawn Wizard had not performed to expectations since the inception of its original contract with the county. While Lawn Wizard has occasionally shown some improvement, it continued to have problems. Some of the issues included invoice discrepancies, scheduling discrepancies, and the overall detail of services provided by Lawn Wizard.

According to Mr. Wright, lawn service inspection reports completed by building managers need to be uploaded onto the FMD’s SharePoint site within two days of service. This has been the requirement ever since Mr. Wright was a building manager. If a building manager did not complete inspection forms as required, he would be held accountable. When he notices that inspection reports are not being completed by a particular building manager, Mr. Wright brings it to the attention of the FMD superintendent who supervises that particular building manager. Mr. Wright stressed that completing inspection reports is important in order to hold a vendor accountable for poor performance. He recalled a conversation with a building manager wherein the manager assured him that physical inspections were being conducted despite the fact that it was not memorialized in a form. Mr. Wright informed that building manager, however, that if an inspection report was not complete, then there was no evidence that the building manager ever inspected the work.

24 In his response to the preliminary version of this report, Mr. Mitchell denies stating to OIG staff that he did not take action against Lawn Wizard because he was intimidated. Instead, he points out, “[w]e worked with Lawn Wizard to provide much needed Grounds Services.” A review of the interview memorandum confirms the OIG’s account is an accurate summary of what he communicated.
With regard to Lawn Wizard’s subpar performance, Mr. Wright explained that he always tried to work with it to correct any problems. In fact, he tried working with Lawn Wizard for almost two years. His ultimate goal was to have Lawn Wizard improve its performance in order to obviate the need for a vendor complaint form. While mistakes were made in handling Lawn Wizard’s poor performance, Mr. Wright stressed that some action was taken. Indeed, there were a number of meetings and emails with Lawn Wizard aimed at addressing issues. However, Mr. Wright ultimately conceded, “we dropped the ball—we should have issued a vendor complaint form sooner.”

Mr. Wright was shown an analysis generated by the OIG which showed that during the months of March, April, and May of 2014 Lawn Wizard missed approximately 38 percent of its required mow and trim services. After reviewing this analysis as well as other analyses depicting numerous billing inaccuracies, Mr. Wright retorted, “what do you want me to say?”

Mr. Wright went on to explain that the FMD assigned a building manager assistant to inspect and complete inspection reports on Lawn Wizard’s work. This assignment was a collective decision by Mr. Campbell, Mr. Mitchell, a contract administrator for the FMD, and himself. In their view, it was better to have one person inspecting the work for purposes of consistency as opposed to eight different building managers with different standards.

Mr. Wright admitted being aware of the fact that Lawn Wizard had submitted invoices for work not completed. Specifically, it was his understanding that Lawn Wizard would, at times, invoice for optional services despite the fact that it was not requested. In other instances, Lawn Wizard claimed to have mowed and trimmed a facility but, in fact, had only performed one service. Other than not being paid for the work, no action would be taken against Lawn Wizard when discrepancies in its billing was found. Mr. Wright could not rule out the possibility that the FMD paid for work not completed. Nevertheless, Mr. Wright still opted to forego taking action against Lawn Wizard as “[he] was trying to work with the vendor.” Mr. Wright explained that he knew how crazy it sounded to say that he was trying to work with the vendor, but the OIG needed to understand that the county has a culture in which working with the vendor is always the best course of action in these types of situations. Mr. Wright went on to admit that the FMD could have handled the invoice issues better.

It was Mr. Wright’s understanding that Lawn Wizard ultimately closed for business. It was also his understanding that the Purchasing Division had precluded Lawn Wizard from performing further lawn service at FMD facilities. He added that Lawn Wizard also failed to answer a request from the Purchasing Division within the ten days allowed and he believed that was another reason Lawn Wizard was asked to stop any more work.

Finally, Mr. Wright went on to explain that while he had procedures in place to hold vendors accountable for poor performance, they were constantly evolving. Thus, he did not agree with a characterization suggesting that he did not act. For instance, Mr. Wright pointed out that the assignment of one building manager to inspect Lawn Wizard’s work was not wasteful where the assignment would either help Lawn Wizard fix the issues or help FMD take action against Lawn
Wizard. Mr. Wright conceded, though, that the overtime payment associated with this six month assignment could be considered wasteful given the multitude of negative reports accumulated early on in the assignment.

10. Interview of Scott Campbell

Mr. Campbell explained that the FMD is responsible for corrective facility maintenance, preventative facility maintenance and facility energy management at most county facilities with the exception of Port Everglades, the Fort Lauderdale/Hollywood International Airport, the Water and Wastewater Services Division, and portions of the Parks and Recreational Division. Mr. Campbell described his responsibilities as Director to include contract administration, employee development, evaluation committee participation and involvement in all aspects of procurement. Mr. Campbell directly supervises a number of FMD staff members, including Mr. Wright and Mr. Mitchell.

Mr. Campbell explained that a contract administration section was set up because the FMD handles many complicated maintenance contracts, making it difficult for supervisors to understand the details of all of them. While he does get involved with vendor contractual and performance issues, he only does so as a last resort. When he does get involved, however, he tries to view vendor performance problems objectively and focuses on conflict resolution. When a resolution is unattainable, he is the one who signs the vendor complaint form against the problem vendor. While Mr. Campbell is responsible for the FMD’s administrative contractual issues, Mr. Mitchell is the designated contract administrator who manages all the day-to-day issues with the vendors.

Mr. Campbell advised that he has been aware of problems with Lawn Wizard since its original contract with the county. Once that contract expired in June 2013, the FMD decided to not renew it because of Lawn Wizard’s poor performance as well as the desire to change how the contract was structured. The subsequent contract was split up into five groups of facilities and bid out in that fashion. Although no one vendor was supposed to be awarded all groups, the Purchasing Division ultimately awarded Lawn Wizard all the groups as they were the lowest bidder. Mr. Campbell wanted to file a non-concurrence to the award, however, the FMD did not have documentation, such as periodic evaluations showing poor performance, to support a non-concurrence. In fact, the periodic evaluations that were available were filled out by various people and showed Lawn Wizard’s performance was, on average, fair.

Mr. Campbell explained that although he was aware that the county was having issues with Lawn Wizard, he was unaware of the severity of these issues. It was his understanding that Mr. Mitchell and Mr. Wright were trying to address the problems. While Mr. Campbell was generally aware that the FMD was dissatisfied with Lawn Wizard, he was not aware of specifics such as the fact that building managers were routinely emailing Mr. Mitchell and Mr. Wright about Lawn Wizard’s poor performance. Had he known, Mr. Campbell continued, he would have had Mr. Mitchell generate a vendor complaint form, especially considering the fact that in one of the emails, a September 4, 2014 one from Lisa King, she specifically requested that a vendor complaint form be issued.
Mr. Campbell explained that, because he was not aware of the extent of the evidence presented to him during his initial interview with the OIG, he had not directed his staff to complete a vendor complaint form prior to the April 2015 notice of non-compliance. Nor did any of the building managers ask him to issue a vendor complaint form.

Turning to payment issues, Mr. Campbell described payment issues that arose during the previous contract. He stated that Lawn Wizard put him on notice of the FMD’s late payments to them in 2012. He asked the FMD’s administrative manager to look into Lawn Wizard’s complaints. The administrative manager found that while there were a number of issues with Lawn Wizard’s invoices, there were also personnel issues in FMD’s accounting section. Specifically, the accounting section had gone through 100 percent turnover and was in the process of training new employees. This had created a number of issues, including late payments to vendors. Notwithstanding, there were also a number of payments delayed as a direct result of the fashion in which Lawn Wizard was invoicing. For example, the FMD would receive monthly invoices that listed one total for services with a list of various facilities that were allegedly serviced. Although the invoices would state the type of service provided, they would not state the date the service was performed.

Payments were also delayed on the 2012 contract because many building managers were not approving Lawn Wizard’s invoices as it billed for work not done. Indeed, Lawn Wizard’s billing process was so inadequate that it began claiming to have performed services that were not even requested. This presented even more of a problem where the building managers, at that point, were not consistently completing inspection reports. Accordingly, it was difficult to verify whether the work was completed. In response, Mr. Campbell advised the building managers as well as accounting to start “short paying” the invoices instead of not paying them at all. Eventually, the county arrived at a settlement figure with Lawn Wizard for that contract.

However, pertaining to the 2014 contract, Mr. Campbell stated he was unaware of billing discrepancies discovered by the OIG and presented to him during his interview. Mr. Campbell was shown a document that listed services billed to the FMD which were not included in Lawn Wizard’s completion reports. Mr. Campbell was also shown instances where Lawn Wizard billed for services that were neither on their completion reports nor their own internal daily work reports, including unrequested fertilizations. Mr. Campbell expressed disbelief, explaining that Lawn Wizard is not supposed to fertilize anything without FMD staff present. What is more, he could not believe that Lawn Wizard had been paid for these fertilizations.

Mr. Campbell was then shown a document that listed instances where Lawn Wizard billed twice for the same work at the same location and on the same day. While the OIG tried to obtain inspection reports for these dates of service to determine whether the services were actually performed, most were not available. Mr. Campbell was again shocked and questioned whether his building managers were aware of these duplicate billings. He advised that he thought that accounting and the building managers had taken care of the billing issues.
Mr. Campbell advised that after the contract was awarded in September 2014, the FMD began to closely monitor Lawn Wizard’s performance in order to ensure proper documentation was generated to support not renewing the contract when it expired in September 2015. Accordingly, in October 2014, an assistant building manager was assigned to exclusively inspect Lawn Wizard’s work. While such an assignment was the first of its kind, Mr. Campbell favored the idea as it encouraged consistency and would help in gathering documentation to hold Lawn Wizard accountable for its poor performance. While a time frame for this assignment was never discussed, Mr. Campbell stated that the assignment continued because he wanted to make sure they had proper documentation of Lawn Wizard’s poor performance. The OIG presented Mr. Campbell with e-mails from the assistant building manager’s first month monitoring Lawn Wizard. After reviewing them, Mr. Campbell reiterated that Mr. Mitchell and Mr. Wright never communicated the degree of the problem and that they should have filed a vendor complaint form at that time. He agreed that the assistant building manager should not have been assigned to monitor Lawn Wizard for six months admitting, “[n]o we should not have had him spend that amount of time.”

Regarding the cost of assigning someone to exclusively monitor Lawn Wizard, Mr. Campbell advised that the assignment was funded from the administrative budget and that it was his belief that a certain amount was budgeted for lawn inspections. He did not view it as an additional cost, but, rather, a consolidation of costs from many building managers to one person. Although Mr. Campbell was aware of the assistant building manager’s assignment in general, he was unaware of the fact that overtime was paid for this assignment. He initially expressed surprise at the fact that overtime was afforded for this assignment. However, at a subsequent interview, he stated that he agreed with the concept of assigning one individual, even with overtime, if that’s what was necessary to get the job done.

Mr. Campbell reiterated that the FMD continually gave Lawn Wizard multiple opportunities to remedy its behavior so that it would not be able to accuse the FMD of treating it unfairly. Mr. Campbell wanted to ensure that when a breach of contract was filed, it would be well supported since, at that juncture, attorneys would be involved.

In a follow-up interview, Mr. Campbell explained that he has instructed the accounting section of FMD to hold all Lawn Wizard invoices until they were thoroughly reviewed by FMD. He assigned someone outside of the accounting section to review each invoice for errors or mistakes.

In light of all the issues that the FMD had with Lawn Wizard, Mr. Campbell also acknowledged that communication needed to be improved, especially between Mr. Mitchell, Mr. Wright, and himself. Most importantly, Mr. Campbell acknowledged the need to improve overall communication throughout the FMD. He further offered that there was a need to improve the overall contractual process. Specifically, he suggested the need to strengthen contractual language.

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25 In his response to the preliminary version of this report Mr. Campbell denies admitting that FMD should not have had the assistant building manager spend six months shadowing Lawn Wizard. It was his recollection that he noted to OIG staff that the practice may continue. As to the quoted portion of his statement, Mr. Campbell offers that, if he uttered the statement, it would have been in the context that “underperforming contractors demand additional staff time.” A review of the OIG’s notes of Mr. Campbell’s interview confirms the OIG’s account as summarized above.
with regard to inspections as well as the need to review field personnel assignments and workload. He also suggested creating evaluation forms specifically for services as the ones they had now were not particularly applicable to the service industry, causing the reviewer to mark “N/A” on several categories. As a result, the current evaluation form does not accurately capture the vendor’s performance.

Mr. Campbell explained that since becoming aware of the issues the accounting section was having with personnel, several changes were implemented to improve the invoice process overall. For instance, the accounting section now obtains inspection reports and compares them to invoices submitted by Lawn Wizard. Moreover, the accounting section has more personnel to help with the backlog in the form of three new employees as well as additional temporary staff. The administrative manager has been provided a work station in the accounting section to help her stay updated and accessible to address any issues. Finally, there have been improvements in the payables email inbox in order to distinguish invoices from other email to ensure timely payments. These new processes, Mr. Campbell reasoned, should ameliorate previous issues with untimely payments.

RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 12.01(D)(2)(a) of the Charter of Broward County, a preliminary version of this report was provided to the individuals implicated in the report and the county for their discretionary written responses. The OIG received responses from the county (through the County Administrator), Mr. Mitchell, Mr. Campbell, Mr. Wright, which are attached and incorporated herein as Appendix A, and from Mr. Longo, attached as Appendix B. We appreciate receiving the responses. After careful review, the OIG has determined that the responses contain no evidence or information that alter our findings. We address the disputed facts and proposed explanations in detail below.

1. Response of the County

In its response, the county generally agrees with the OIG’s determination that Lawn Wizard engaged in vendor misconduct, but disagrees with certain specific findings. While the county acknowledges that the time to debar Lawn Wizard “took longer than preferred,” it disagrees that the FMD engaged in gross mismanagement or failed to timely address the issues described in this report. A review of the response reveals that it contains misinformation, unsupported claims and contentions contradicted by the evidence obtained during the investigation. Nonetheless, the county accepts all of the OIG’s recommendations and has taken steps to address the opportunities for improvement highlighted in the report.

First, the county disputes the OIG’s determination that, between April and June 2014, Lawn Wizard billed $1,063 for services not listed as completed on Lawn Wizard’s daily work reports, as featured at Exhibit 7. The county explains that “knowing this is a small business and in an attempt to work with this business, FMD would often overlook minor errors on various report and invoices; if FMD managers were able to reasonably conclude that the service was delivered,
payment was made.” The county does not explain how building managers would “reasonably” conclude the services were delivered.

Unfortunately, the county was unable to provide supporting documentation for its claim, made multiple times in the response, that it has emails documenting that certain services were completed. Although Exhibit 7 identifies over 12 locations and specific instances comprising the $1,063 questioned, the response addresses only two of the locations identified on Exhibit 7: the 64th St. Warehouse and Government Center West. However, the county claims that, contrary to the OIG’s findings, “FMD has e-mails from its managers that documents that these services were completed.” The OIG asked the county to provide the emails referenced in its response. Mr. Campbell subsequently admitted that the statement was incorrect and the county did not have any such emails.

Regarding Lawn Wizard’s billing for services it did not document on its daily reports, the county states “of the 18, 11 instances totaling $1,550, were in fact tracked to inspection reports.” This is a misstatement of the analysis documented on Exhibit 11. The OIG found that 11 instances were reported on completion reports, which are prepared by Lawn Wizard and submitted to the county, not on inspection reports, which would have been independently prepared by FMD staff. The distinction is important. As we explain above, the only mechanism Lawn Wizard had to document the activities of unsupervised lawn crews were the internal daily reports. These reports would then be used to create the completion reports submitted to the county. The fact that activities not documented on daily reports were later included in completion reports was a red flag. The OIG’s finding that Lawn Wizard was not properly documenting and accounting for the lawn crews’ activities is one of the deficiencies that contributed to Lawn Wizard’s submission of inaccurate invoices. To our knowledge, the county has no basis to dispute this finding as it has never requested or analyzed Lawn Wizard’s internal daily reports.

With respect to Lawn Wizard’s failure to weed, which was included in the charge for mowing, the county claims that the “contract did not allow for withholding a portion of the mowing payment amount.” However, it goes on to claim it elected to pay the vendor to remove non-payment as a reason for the vendor’s non-compliance “after consultation with the County Attorney’s Office.” However, the county’s response is contradicted by the January 2015 interview of Mr. Wright. Mr. Wright told the OIG at that time that he had met with the County Attorney’s Office and was told that the FMD could make partial payments, it only needed to inform the vendor that they would be doing so moving forward. In fact, the county did inform Lawn Wizard (via email) that it would be making only partial payments and sometimes did make partial payments of invoices, but apparently not for Lawn Wizard’s failure to weed. Most importantly, the county does not dispute

26 The county accurately identifies an editing error in our preliminary draft. The building manager of the 64th St Warehouse told the OIG that she would have never requested Lawn Wizard to fertilize the 64th St Warehouse because that location did not have an irrigation system. Her statement was corroborated by emails at the time fertilization services were billed. Unfortunately, in the preliminary version of this report her comment that there was “no irrigation” was erroneously stated as there was “no grass.” This error has been corrected in the body of the report. The correction does not affect any of our findings, specifically that there was no fertilization conducted at that location despite the fact that the county paid for it.
that (1) weeding was consistently not performed and, (2) prior to the OIG’s investigation, the county did not inform Lawn Wizard that failing to weed as a component of mowing would have any consequences.

The county also disagrees with the OIG’s finding that resources were wasted in relation to the FMD’s six-month designation of an employee to shadow Lawn Wizard. The county notes that it finds this determination “curious and contradictory to other statements in the report such as, ‘OIG acknowledges that Lawn Wizard’s performance deficiencies were affecting day-to-day operations of the [C]ounty’s building managers. Managers were forced to invest an extraordinary amount of time repeating their inspections.’” The county claims that the assignment saved the county over $43,000, a figure for which it provides no accounting or supporting documentation.

The county’s response fails to consider the fact that, long before the assignment, the FMD had significant evidence to support taking formal action against Lawn Wizard, but it instead opted to reassign an assistant building manager to the task of shadowing Lawn Wizard “to continue documenting Lawn Wizard’s poor performance.” (Emphasis added) This assignment was not only the first of its kind but an assignment which ultimately cost the county $25,000 during a time frame wherein Lawn Wizard only billed it approximately $50,000. Further, even if the assignment had been necessary from the start, FMD officials could identify no justification for the exclusive assignment to continue for six months.

Finally, the county claims that its actions with respect to Lawn Wizard were a deliberate effort to limit legal liability and work with the company. The county disagrees with the finding that the FMD failed to hold Lawn Wizard accountable in a timely manner. It acknowledges that “[w]hile in hindsight perhaps there may have been an opportunity to begin the formal breach of contract termination process prior to April 2015,” the fact still remained that the county ultimately took formal action in the form of debarment. The county submits that the Purchasing Division, the County Attorney’s Office and the County Administrator’s Office were aware of the difficulties that the contract administrator was having with Lawn Wizard.

The OIG notes that its findings generally relate to a three month period commencing in April 2014, long after the county had commenced having issues with Lawn Wizard and a year before the county took formal action against Lawn Wizard in 2015. In fact, Mr. Ulloa had instructed building managers to document issues with Lawn Wizard in September 2013, a year before the OIG commenced its investigation and over two years before Lawn Wizard was finally debarred. In the absence of reasonable explanations for the ongoing failure to address significant performance issues, arguing about “timeliness” is an unproductive endeavor. Further, contrary to the claims in the county’s response, the officials from the Purchasing Division indicated that they had not been asked to take any formal action against Lawn Wizard prior to the OIG’s investigation. The county’s arguments that additional due process was required to avoid litigation do not identify how the evidence available prior to the OIG’s investigation was insufficient to support formal action. A review by the OIG found that the evidence available in 2014 was no different from that which was ultimately relied upon to debar the company in 2015.
2. **Response of Ian Mitchell**

Mr. Mitchell’s response is limited to clarifying or adding context to multiple statements assigned to him throughout the body of the report and his interview summary. After careful review, the OIG has confirmed that the accounts described above are accurate descriptions of Mr. Mitchell’s statements during three OIG interviews.

Mr. Mitchell claims that a number of his admissions were the result of his being unprepared for OIG interviews and unaware of the surrounding facts. This is plainly inaccurate. Mr. Mitchell was not interviewed once, but on three separate occasions on three separate days, months apart. The interview summary included in this report is a synopsis of all three interviews. Mr. Mitchell made similar admissions during all three interviews and had ample opportunity to review his files between interviews. By the third interview, Mr. Mitchell even offered the OIG a timeline he had prepared of the issues discussed in this report. It corroborates the findings discussed herein.

Mr. Mitchell also takes issue with, among other things, the account of him repeatedly admitting that he “dropped the ball.” According to Mr. Mitchell, the term was first introduced by OIG staff and adopted by him in response to the “accusatory” nature of the OIG staff’s questioning. Mr. Mitchell concludes his objection to the use of this term by pointing out the “interesting” nature of the fact that “the same term is used by three different people in the OIG report.” The OIG was also interested in the fact that multiple persons interviewed used the precise same terminology. Contrary to Mr. Mitchell’s contentions, while the OIG might speculate that its use was an indication that the parties had discussed the issue or attempted to coordinate a response, we merely noted the common usage to the public for independent assessment of the implications. The specific use of the term is designated by the use of quotations and verified by notes taken by two OIG staff members present at the interview.

3. **Response of Howard Wright**

Mr. Wright’s response is limited to clarifying or adding context to his statement admitting that he “dropped the ball.” After careful review, the OIG has confirmed that the account described above is an accurate description of Mr. Wright’s statement during his interview.

4. **Response of Scott Campbell**

Mr. Campbell denies agreeing that “the assistant building manager should not have been assigned to monitor Lawn Wizard for six months.” Further, Mr. Campbell challenges the context of the specific quote. A review of notes taken during his interview confirmed that the accounts described above are accurate descriptions of Mr. Campbell’s statement during his interviews. To clarify, when he was shown the evidence the assistant building manager had collected within his first month, Mr. Campbell agreed that there was little reason to have continued the assignment for six months. His response indicates he now has a different opinion.
5. **Response of John Longo**

In his response, Mr. Longo seemingly disagrees with the report’s findings. However, he does not specifically dispute them other than to categorically allege that the OIG “misstated, exaggerated and flat out lied about events.” Mr. Longo then goes on to launch an attack on various county employees and representatives as well as this office.

**CONCLUSIONS AND INITIAL RECOMMENDATIONS**

The OIG investigation determined that Lawn Wizard engaged in misconduct. Specifically, Lawn Wizard consistently disregarded the terms and conditions of the contract, resulting in the provision of deficient services. In addition, the OIG’s review of a sample Lawn Wizard’s invoices revealed billing for service partially performed, not performed at all, and double billed. This abuse not only resulted in tangible costs to the county in the form of overpayments, but calls into question the reliability of every invoice issued by Lawn Wizard.

We also found that the FMD engaged in gross mismanagement by failing to timely address Lawn Wizard’s transgressions and review invoices. Despite the fact that management at the FMD received scores of complaints—and evidence supporting those complaints—that pinpointed Lawn Wizard’s unreliability and poor performance, the FMD failed to take action against Lawn Wizard. The FMD’s mismanagement not only resulted in overpayments to Lawn Wizard and occasioned the need to pay an employee to monitor it, it prolonged the problems and the waste of county resources. In total, the OIG investigation revealed at least $41,859 in questionable expenditures. This amount includes approximately $16,962 in questionable billings and approximately $24,897 in salary and overtime to the employee tasked with exclusively monitoring Lawn Wizard.

Since the inception of the investigation into this matter, Lawn Wizard has been debarred and thus is prohibited from conducting business with the county. Notwithstanding, the OIG is concerned that a situation such as the one detailed herein was able to continue unimpeded at a cost to the county’s resources. As such, we make the following recommendations:

- Training on the Internal Control Handbook with the FMD’s staff, to include all building managers and assigned contract administrators;
- Requiring that once a contract administrator has identified a problem vendor, periodic status reviews be conducted until all issues are resolved;
- Creating an evaluation form with fields that are applicable to the services provided, such as landscaping;
- Implementing a written requirement that inspection reports be completed within a certain time frame after services are provided; and
• Training building managers, and other agency users, to properly review and verify invoices prior to authorizing payment using available comparative data.

In its response to the preliminary version of this report, the county accepted the OIG’s recommendations and described a number of corrective measures, including: the updating of the Purchasing Division’s Administrative Policies and Procedures (formerly its Internal Control Handbook) to strengthen its vendor relations guidelines; the Purchasing Division’s plans to begin providing revised and on-going training on contract administration and vendor relations activities once the new policies and procedures are approved; an emphasis on the requirement for periodic status reviews for problem contractors during training; the incorporation of specific project-related evaluation forms that will be included in the new policies and procedures; an emphasis on the requirement to complete inspection/verification forms within specific timeframes during training; and training on conducting invoice reviews prior to authorizing payment.

Although the county’s response contained certain unsupported statements and misinformation, the OIG is encouraged by the remedial steps taken by the county during the investigation and in response to the preliminary report. The OIG is also aware that, as a result of our notification to the county that certain amounts should not have been paid, the county has subsequently recovered some of the amounts in question. Accordingly, the OIG requests that we are provided with a status report in 90 days, or by July 6, 2016, regarding the progress of the county’s corrective actions in response to this matter and any recovery of questionable payments to Lawn Wizard.
Excerpts of Contract for Bid No. E1189001B1
I. SCOPE OF WORK

A. Provide all materials, supplies, equipment, labor and supervision to provide comprehensive grounds maintenance, as specified in this Technical Specifications and Requirements, to the following:

1. Group 1: Solid Waste and Recycling Services (SWRS), see attached site plans. Approximately 5 sites with an estimated total 37 acres (1,623,220 Sq. ft.)

2. Group 2: Central (east of I-95, north of I-595 and south of Sunrise Blvd.) Approximately 17 sites with an estimated total of 10.8 acres (468,648 Sq. ft.)

3. Group 3: North (north of Sunrise Blvd.) Approximately 15 sites with an estimated total of 16.0 acres (696,230 Sq. ft.)

4. Group 4: South (south of I-595/I-75) Approximately 23 sites with an estimated total of 21.6 acres (938,702 Sq. ft.)

5. Group 5: West (west of I-95, north of I-595/I-75 and south of Sunrise Blvd.) Approximately 18 sites with an estimated total of 22.9 acres (994,075 Sq. ft.)

B. This contract is primarily for scheduled maintenance of lawns, shrubs and hedges, for various County properties. Optional services, including the application of Fertilization, Mulch, and Sod, are outside scheduled maintenance but within the Scope of Services of this contract and may be requested by the County on an as needed basis.

C. If a scheduled routine mowing service (finish type mowing) of turf type or traditional landscape grass such as, but not limited to, St. Augustine and Bermuda grass, is skipped at the request of the County and significant growth of twice the mowing height (minimum 6" as determined by the County) is encountered, then the vendor may request a separate purchase order to get the facility back to a finished appearance.

If a scheduled routine bush hog mowing service (non- finish type mowing) of, but not limited to, tall grasses, brush, large weeds, small trees and scrubs is skipped at the request of the County and significant growth of twice the mowing height (minimum 12" as determined by the County) is encountered, then the vendor may request a separate purchase order. A significant growth must encompass the entire cutting location and not just patches of areas.

Regardless of site conditions, growth of vegetation or circumstances associated with vendor, vendor's equipment or subcontractors, County shall not reimburse vendor for two services where only one service is performed. vendor will only be paid for services rendered.

D. Vegetative growth is defined as but not limited to growth in stems, leaves, roots, root structures, basically any plant life or plant growth.

E. The Contractor shall complete all the work in a timely manner as specified herein.

F. Contractor shall immediately report to the County all observed hazards at the job site.

G. Contractor shall sign in with the County at each site, if applicable.
H. Hourly rates shall start upon commencement of work at the job site and shall terminate upon completion of the work. No additional compensation will be paid for travel, mobilization, demobilization, fuel, or other incidental expenses.

I. On occasion and in urgent situations, the County may request completion of some or all services for a particular location within 24 hours. The County will work with the vendor to schedule and arrange on these occasions.

J. The County may issue a stop work order by telephone or email at any time. The Contractor is to immediately cease work and payment will only be made for work completed prior to the issuance of the stop work order.

II. INSPECTION OF PROPERTIES

A. Property locations within each group and its corresponding estimated areas for turf and bed are provided in the e-bid sheets. It is the bidder’s responsibility to become fully informed as to the full nature and extent of the work required including, actual turf and bed area sizes, local site conditions and any other factors that may impact contractors performance and cost for each property location and the overall contract. The responsibility to inspect the worksite is the sole responsibility of the bidder. After contract award, no additional compensation will be made as a result of differences between actual labor and materials required to complete the project and the Bidder's estimate prior to award.

III. SERVICE HOURS AND SCHEDULES

A. GROUP 1 - Solid Waste and Recycling Services (SWRS) location hours are:

1. Alpha 250 North: 2751 NW 30th Avenue (Blount Road), Pompano Beach, FL 33069, (this site is fenced/locked and does not have staff presence as the site is undeveloped)

2. Central Residential Drop Off Center (CRDOC): 5490 Reese Road, Davie, FL 33314 Wednesday through Friday (locked facility): 8:00 a.m. to 4:30 p.m.

3. North Residential Drop off Center (NRDOC): 2780 N. Powerline Road, Pompano Beach, FL 33064, Wednesday through Friday: 8:00 a.m. to 4:30 p.m.,

4. South Residential Drop Off Center (SRDOC): 5601 West Hallandale Beach Boulevard, West Park, FL 33023, Wednesday through Friday (locked facility): 8:00 a.m. to 4:30 p.m.,

5. Wheelabrator South Broward: 4400 S. State Road 7, Fort Lauderdale, FL 33314. Monday through Saturday: 8:00 a.m. to 5:00 p.m.

B. GROUP 2 - Central Region, all locations except libraries, hours are:

Monday through Friday: 8:00 a.m. to 5:00 p.m.
Saturday and Sunday: 9:00 a.m. to 5:30 p.m.

C. GROUP 3 - North Region, except Libraries and Animal Care location hours are:

Monday through Friday: 8:00 a.m. to 5:00 p.m.
Saturday and Sunday: 9:00 a.m. to 5:30 p.m.
D. **GROUP 4 - South Region**, except Libraries and Animal Care location hours are:
   Monday through Friday: 8:00 a.m. to 5:00 p.m.
   Saturday and Sunday: 9:00 a.m. to 5:30 p.m.

E. **GROUP 5 - West Region**, except Libraries, location hours are:
   Monday through Friday: 8:00 a.m. to 5:00 p.m.
   Saturday and Sunday: 9:00 a.m. to 5:30 p.m.

F. **LIBRARIES** hours of operation are available at the Broward County Libraries Division website and
   are subject to change without notice. Contractor shall verify the hours prior to commencement of work.

G. **ANIMAL CARE** location hours are:
   Tuesday through Friday: 1:00 p.m. to 6:00 p.m.
   Saturday: 11 a.m. to 4 p.m.

H. There will be no additional charges for work completed on Saturdays, Sundays or holidays.

I. The schedule of services for locations other than those operated by the Solid Waste and Recyling Services are:
   Mowing twice per month except for January, February and March which will be mowed once per month.
   Trimming services will be provided once per month except for January and March which do not require
   trimming services. Flowering shrubs shall be cut four (4) times per year.

**IV. PURCHASE ORDERS**

A. Group 1 locations are managed by the Solid Waste and Recycling Services (SWRS) Division, and
   as such they will be responsible for issuing purchase orders (P.O.) for monthly routine services.
   However, Groups 2 through 5 contain locations that are managed by different County agencies. As a result,
   there will be multiple purchase orders from each of the divisions using this contract.

The tables below show which division will issue purchase orders for each location:

<table>
<thead>
<tr>
<th><strong>Group 1, Solid Waste and Recycling Services (SWRS)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division: Solid Waste and Recycling Services</td>
</tr>
<tr>
<td>Location: Will issue P.O.'s for all locations within this group.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Group 2, Central Region</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division: Fleet Services Division</td>
</tr>
<tr>
<td>Location: Will issue P.O. for Fleet Service Center #2</td>
</tr>
<tr>
<td>Division: Facilities Management Division</td>
</tr>
<tr>
<td>Location: Will issue P.O.'s for all other locations within this group.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Group 3, North Region</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division: Traffic Engineering Division</td>
</tr>
<tr>
<td>Location: Will issue P.O. for Traffic Engineering Buildings A&amp;B</td>
</tr>
<tr>
<td>Division: Facilities Management Division</td>
</tr>
<tr>
<td>Location: Will issue P.O.'s for all other locations within this group.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Group 4, South Region</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Division: Facilities Management Division</td>
</tr>
<tr>
<td>Location: Will issue P.O.'s for all locations within this group.</td>
</tr>
</tbody>
</table>
Group 5, West Region

<table>
<thead>
<tr>
<th>Division</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management Division</td>
<td>Will issue P.O.'s for all locations within this group.</td>
</tr>
</tbody>
</table>

B. All purchase orders will be issued annually starting at the beginning of the contract and ending at the end of the County Fiscal year in September. Each using division may also issue purchase orders on an as-needed basis.

C. With regards to scheduled services, the purchase orders will include general instructions and scope of work for a group of locations with details for each specific job site. All services must be completed for all locations within 30 days from the County’s issuance of a purchase order. Thereafter, the Contractor will follow a monthly schedule agreed upon by the Contractor and the County. For optional services the time to complete the work will be stipulated on the purchase order.

D. In urgent or emergency circumstances the Contractor may be instructed to do work without a purchase order. In these cases the Contractor will receive a work order number instead of a purchase order. After the fact, and as soon as practically possible, the County will issue a purchase order to replace the work order number. Under no circumstances should a Contractor perform work without either a purchase order or a work order number.

E. Purchase orders or work order numbers may be issued by the delegated Contract Administrator, Building Manager, or any other authorized County representative.

V. CONTRACTOR QUALIFICATIONS AND RESPONSIBILITIES

Contractor shall provide a minimum of three (3) customer or professional references for which it has successfully completed landscaping maintenance services for contracts of similar size and scope.

A. The reference contact person shall have personal knowledge of the Contractor’s performance and expertise of the specific contract referenced.

B. Contractor shall provide personnel and subcontractors properly licensed as required by the State, Broward County and any other governing authority having jurisdiction at the job site.

C. Contractor shall provide competent workers and subcontractors with experience relative to this contract. Personnel shall be proficient in the proper operation and maintenance of mechanical equipment necessary for the services included in this contract.

D. Contractor’s personnel shall be trained in customer service and shall conduct themselves in a professional manner at all times. Use of profane language and/or threatening behavior will not be tolerated. All employees and subcontractors of Contractor shall be considered to be, at all times, the sole employees of the Contractor, under their sole direction and not an employee or agent of the County. The County may require Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Removal must be coordinated with Contract Administrator, not arbitrarily instituted by any County employee.

E. Contractor shall maintain the required insurance for the duration of this contract. If at any time the Contractor is not in compliance with the insurance requirements, the Contractor may be removed from County job sites until proper insurance is obtained and approved by the County.
F. Contractor shall provide a field supervisor/project manager with proper experience and knowledge to accomplish the services included in this contract. The supervisor must be available to correct deficiencies, to review procedures and practices, and to meet with County personnel when requested at no additional cost to the County.

G. Contractor shall provide a point of contact that can be reached 24 hours a day, 7 days a week and shall include email, fax, telephone and cell phone. The point of contact shall be used for communicating with the County for all issues relating to the contract, including but not limited to contractors performance, work assignment, scheduling and emergencies. The Contractor may elect to assign the role of the point of contact and field supervisor/project manager to one person.

H. The Contractor’s supervisor/project manager and point of contact must be able to effectively communicate with the County in English, both verbally and in writing.

I. Personnel shall be in company uniform with company logo when on site at County locations.

J. County reserves the right to inspect the Contractor’s office, equipment and resources prior to a recommendation of award in order to determine responsibility.

K. All equipment used in this contract shall be Occupational Safety and Health Administration (OSHA) approved.

L. Contractor shall provide and require the wearing of protective clothing and equipment as required by applicable laws, regulations, ordinances and manufacturer recommendations.

M. Contractor shall be responsible for repairs or replacement of property damaged by the Contractor or its subcontractors during the performance of work. Damaged property shall be restored to the original condition and at the Contractor’s expense.

N. Contractor is responsible for the replacement of property that is neglected or damaged by the Contractor.

O. Contractor shall exercise all caution while in the vicinity of any utility and when on County property.

P. Contractor will immediately notify the County of any damaged turf, plants, or trees caused by storms, vehicles, or vandalism.

Q. The Contractor is required each work day to sign the visitors log upon arrival and departure from the work site.

VI. KICK OFF MEETING

A. The County will hold a kick off meeting with the awarded Contractor to discuss and confirm scheduling and contract requirements. Contractor will be required to provide its first proposed monthly schedule of routine services at this meeting for each Group it is awarded. Thereafter the contractor shall provide the County with a monthly schedule of routine services.

VII. PRE-SERVICE COORDINATION

A. Monthly schedules shall be due to the County fifteen (15) calendar days prior to the first day of the each month. The service dates must be approved by the County before commencement. For Group 1, notification shall be provided to the Service Coordinator, Sophia Curry or her duly authorized representative, available at scurry@broward.org or by telephone 954-474-1882. The Contractor will send the schedule electronically, via e-mail. For all other groups, the Contractor will send the
schedule electronically, via e-mail to fmd@broward.org. The schedule must allow for the Contractor to provide service to all locations provided in the E-bid sheets, within a 30 day period.

B. The Contractor shall notify the County no less than 3 business days prior to any service events.

C. If Contractor’s schedule requires a change by more than three (3) calendar days, Contractor must notify the County immediately and include which locations will be affected.

D. Existing sprinkler systems at all locations will be tested by the County and witnessed by the Contractor prior to implementation of this contract. The testing will ensure that all sprinkler systems are operational. If requested by the County, additional testing may be performed before and after service calls.

E. For locked locations, the County shall provide the Contractor with keys to access that location. Keys will be provided at the beginning of the contract.

VIII. POST SERVICE COORDINATION

A. Contractor shall notify the County no less than one (1) business day after service. Notification shall be as follows:

**POST SERVICE NOTIFICATION**

<table>
<thead>
<tr>
<th>Division</th>
<th>Contact</th>
<th>Tel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste and Recycling Services</td>
<td><a href="mailto:scurry@broward.org">scurry@broward.org</a></td>
<td>954-474-1882</td>
</tr>
<tr>
<td>Facilities Management Division</td>
<td><a href="mailto:fmd@broward.org">fmd@broward.org</a></td>
<td>Email only</td>
</tr>
<tr>
<td>Fleet Services Division</td>
<td><a href="mailto:lhoden@broward.org">lhoden@broward.org</a></td>
<td>(954) 357-6477</td>
</tr>
<tr>
<td>Traffic Engineering Division</td>
<td><a href="mailto:lajennings@broward.org">lajennings@broward.org</a></td>
<td>(954) 847-2720</td>
</tr>
</tbody>
</table>

B. County will inspect the completed work and approve payment and invoices if the work is satisfactory and meets the contract requirements. All corrective measures required by the Contractor must be completed prior to a request for payment.

C. Any damage to Broward County property by Contractor must be reported to the County immediately.

D. Sprinkler heads damaged by the Contractor must be reported to the County upon completion of service. Contractor must have the damaged sprinkler head repaired within two calendar days. If not repaired, the Contractor’s payment will include a $30.00 deduction for each damaged sprinkler head.

IX. SCHEDULED ROUTINE GROUNDS MAINTENANCE

A. **Mowing Services:**

1. Grass shall be mowed at the specified job site and public right-of-way between the property and the adjacent street (if applicable). Cuttings shall be removed from the property and neighboring sidewalks, driveways and streets. Fish line and string trimming may be required and are included in the mowing services.

2. Grass shall be mowed to a height of 3 to 3.5 inches. Turf areas shall be maintained in a healthy, green, growing, trim condition. Mowing, edging and trimming shall be performed to provide a smooth appearance without scalping or leaving grass uncut. Mowing shall not be performed when conditions may cause damage to turf.
3. For areas that are unreachable by mower, use of hand operated shears or rotary nylon fish line cutting equipment may be necessary. Grass shall be trimmed to the same height as the freshly cut adjacent turf area grass. Areas that may require trimming are around poles, walls, sprinkler heads, trees, plant beds, meters, etc.

4. At swales and retention ponds, line trimming or brush cutting equipment may be required.

5. Care shall be taken to ensure that trees and shrubs are not barked, bed areas are not damaged or covered by grass cuttings, mulch is not displaced, and cuttings do not collect in bodies of water.

6. Contractor shall clear all trash, litter and debris from the site before and after performing services at County sites. This service should be included in the proposed pricing for each location.

B. Weeding Services:

1. For the purpose of this contract, a weed is defined as any misplaced or undesirable growth.

2. Contractor shall weed and clean all planters, plant bed areas, hedges and areas around all trees, poles or any other objects within the site boundary lines. Contractor shall also remove all weeds from paved surfaces, paver surfaces, sidewalks and all decorative hardscapes. It is the Contractor responsibility to ensure that all locations are free of weeds. Fish line trimming is not allowed for weed control.

3. Weed control services shall be performed by the Contractor, at a minimum of, every visit to a County location. However, if more visits are necessary the vendor will increase visits specifically for weeding at no additional cost to the County. Weeding shall be accomplished at each location as requested and shall be according to need and not schedule. The cost for weeding shall be included in the mowing cost. If location does not include mowing, then weeding shall be included in the cost for trimming services for that location.

4. Herbicide application may be used in conjunction with the weeding and cleaning. Use and type of herbicides must be approved by the County in advance. Contractor will provide the County with Material Safety Data Sheets (MSDS) for all herbicides used on County Property.

5. The Contractor shall be entirely responsible for weeding.

C. Trimming Services:

1. These services shall be performed at regular intervals at approximately the same time each month.

2. All shrubs, plants, bushes and hedges shall be trimmed or pruned per the contracted frequency to maintain its current dimensions, with a healthy and manicured appearance. If the County desires significant reduction in size then this request will be made through a separate purchase order.

3. Native species provided as part of the Florida Yards and Neighborhoods Program (FY&N) shall be pruned in accordance with the guidelines provided by the Extension Education Service.

4. Flowering shrubs shall be pruned in the proper season to allow full flowering potential for the
Group 1, Item 1 – Aerial View (Area outlined in Red indicates area to be serviced)
Group 1, Item 2 – Aerial View (Area outlined in Red indicates area to be serviced)
Group 1, Item 3 – Aerial View (Area outlined in Red indicates area to be serviced)
Group 1, Item 4 – Aerial View (Area outlined in Red indicates area to be serviced)
Group 1, Item 5 – Aerial View (Area outlined in Red indicates area to be serviced)
ATTACHMENT "B" VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION)

This form should be submitted with the bid; if not submitted with bid, it must be submitted within three (3) business days of request from the County. Provide the following information for any non-certified subcontractors and major material suppliers to the Contractor for this solicitation. If none, state “none” on this form. Information included in this form is subject to verification by Broward County. Use additional sheets as needed.

<table>
<thead>
<tr>
<th>1. Subcontracted Firm’s Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracted Firm’s Address:</td>
<td></td>
</tr>
<tr>
<td>Subcontracted Firm’s Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Name and Position:</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Estimated Subcontract/Supplies Contract Amount:</td>
<td></td>
</tr>
<tr>
<td>Type of Work/Supplies Provided:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Subcontracted Firm’s Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontracted Firm’s Address:</td>
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</tr>
<tr>
<td>Subcontracted Firm’s Telephone Number:</td>
<td></td>
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<tr>
<td>Contact Person’s Name and Position:</td>
<td></td>
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<td>Contact Person’s E-Mail Address:</td>
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<td>Estimated Subcontract/Supplies Contract Amount:</td>
<td></td>
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<td>Type of Work/Supplies Provided:</td>
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<table>
<thead>
<tr>
<th>3. Subcontracted Firm’s Name:</th>
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</thead>
<tbody>
<tr>
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<td>Subcontracted Firm’s Telephone Number:</td>
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<tr>
<td>Contact Person’s Name and Position:</td>
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<tr>
<td>Contact Person’s E-Mail Address:</td>
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<tr>
<td>Estimated Subcontract/Supplies Contract Amount:</td>
<td></td>
</tr>
<tr>
<td>Type of Work/Supplies Provided:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

[Signature] [Title/ Firm Name] [Date]

Commodities Contract (Rev. 06/13/2013)
**ATTACHMENT "C" LETTER OF INTENT**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER**

Form to be completed and signed for each CBE firm

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1189001B1</td>
<td>GROUNDS MAINTENANCE SERVICES</td>
</tr>
</tbody>
</table>

**Bidder/Offeror Name:** LAWN MIGRANO USA, INC.  
**Address:** 4406 NE 62ND AVE  
**City:** OAKLAND PARK  
**State:** FL  
**Zip:** 33394  
**Authorized Representative:** [Signature]  
**Phone:** 954-968-0013

**CBE Subcontractor/Supplier Name:** XTERMINATOR  
**Address:** 7550 NW 49TH LANE  
**City:** COCONUT CREEK  
**State:** FL  
**Zip:** 33073  
**Authorized Representative:** TRAVIS PAPAGNO  
**Phone:** 954-4126-1551

**A.** This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.

**B.** By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.

**C.** By signing below, the above-named CBE is committing to perform the work described below.

**D.** By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

<table>
<thead>
<tr>
<th>Work to be performed by CBE Firm.</th>
<th>Description</th>
<th>NAICS</th>
<th>CBE Contract Amount</th>
<th>CBE Percentage of Total Project Value</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>PEST CONTROL SERVICES</td>
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<td>53,455,872</td>
<td>15%</td>
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<tr>
<td></td>
<td></td>
<td>926,140</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AFFIRMATION:** I hereby affirm that the information above is true and correct.

**CBE Subcontractor/Supplier Authorized Representative**

(Signature)  
(Date)  
(Title)

**Bidder/Offeror Authorized Representative**

(Signature)  
(Date)  
(Title)

---


† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CBE Letter of Intent July 2012

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Commodities Contract (Rev. 09/13/2013)
ATTACHMENT “D” SUPPLEMENTAL SPECIAL INSTRUCTIONS TO BIDDERS
LIVING WAGE ORDINANCE

The following is a summary of requirements contained within Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance"). This summary is not all-inclusive of the requirements of the Living Wage Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

For further information about bidder’s obligations under the Living Wage Ordinance, an electronic version of the full Living Wage Ordinance may be obtained from the Purchasing Division's website at http://www.broward.org/purchasing/ and clicking on “Living Wage Information" or by going to http://library.municode.com/index.aspx?clientid=10288

The Bidder, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the following requirements. By submitting a bid pursuant to these procurement specifications, a bidder is hereby agreeing to comply with the provisions of the Living Wage Ordinance and acknowledges awareness of the penalties for non-compliance.

I. LIVING WAGE REQUIREMENT:
   A. All covered employees, including those of the Bidder’s subcontractors, providing services pursuant to the Bidder's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Bidder and covered subcontractors, hereinafter referred to as “covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits. To comply with this requirement, the notarized compliance affidavit, Living Wage Ordinance Compliance Affidavit, Exhibit 1 of this bid attachment, should be returned with the bid but must be received prior to award.

   B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

   C. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Bidders shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid for a subcontract under this contract, prior to their submitting a bid to the Bidder.

   D. The covered employer shall provide the three-language statement to each covered employee with the employee’s first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

II. LIVING WAGE - INDEXING:
The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
SANCTIONS FOR UNPAID WAGES:
In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a service contractor by requiring the service contractor to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

III. PAYROLL; BASIC RECORDS; REPORTING:
A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees’ payroll records available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

B. The covered employer shall submit the payroll information required every six months, to the applicable using agency’s Contract Administrator, including a copy of the complete payroll for one payroll period showing employer’s payroll records for each covered employee working on the contract for covered services.

C. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six (6) months from the Director of Purchasing under the conditions set forth in the Application for Exemption, Exhibit 2 of this bid attachment.

IV. SUBCONTRACTS:
Covered employees of Bidder’s subcontractors, providing covered services pursuant to the Bidder’s contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Bidder shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Bidder shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

V. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:
If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County’s Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County’s Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.
ATTACHMENT “E” DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN THREE (3) BUSINESS DAYS OF COUNTY’S REQUEST.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County’s Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: (Please check only one below).

☐ 1. The Vendor currently complies with the requirements of the County’s Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 2. The Vendor will comply with the requirements of the County’s Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees’ spouses.

☐ 3. The Vendor will not comply with the requirements of the County’s Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County’s Domestic Partnership Act at time of award because the following exception(s) applies: (Please check only one below).

☐ The Vendor employs less than five (5) employees.

☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Vendor does not provide benefits to employees’ spouses.

☐ The Vendor provides an employee the cash equivalent of benefits (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).

☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

I, _______________________________, _______________________________,
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

______________________________
Signature

______________________________
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this 19 day of December, 2013

STATE OF _______________________________
COUNTY OF _______________________________

Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known or Produced Identification Type of Identification Produced

Commodities Contract (Rev. 09/13/2013)
ATTACHMENT “F” LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION

This form is used to determine applicability of Local Preference, in accordance with Section 1-74, et. seq., Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the below requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County’s Interlocal Reciprocity Agreement with Miami-Dade County.

This form and a copy of the business’s local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid or proposal submission) should be submitted with bid in order to be considered for the Local Preference. If not submitted with the bid, it must be submitted within three business days of notification from the County. Failure to timely submit may be render the business ineligible for application of the Local Preference. The County may request verification of any information required to confirm certification.

A Local Business is a business which:
A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
B. has a physical business address located within the limits of the County from which the business operates or performs business;
C. is in an area zoned for the conduct of the business; and
D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which has its principal place of business within the County. A principle place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

- [ ] Local Business
- [ ] Locally-Headquartered Business

Local or Locally-Headquartered Business Address: 4406 NE 67th Ave

Oakland Park, Florida 33334

[ ] Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami Dade County.

STATE OF Florida

COUNTY OF Broward

Maria I. Longo

(Print Vendor Name/Title)

The foregoing instrument was acknowledged before me this 19th day of December, 2013, by

Maria I. Longo

(Name of person who’s signature is being notarized) as President of

Law and USA, Inc.

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

Penscript [illegible]

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michelle L Cummins

(Signature)

Commodities Contract (Rev. 09/13/2013) Page 46 of 48
ATTACHMENT “G” DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   - The dangers of drug abuse in the workplace;
   - The offeror's policy of maintaining a drug-free workplace;
   - Any available drug counseling, rehabilitation, and employee assistance programs; and
   - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   - Abide by the terms of the statement; and
   - Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.

5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) ( ii ) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6. Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   - Taking appropriate personnel action against such employee, up to and including termination; or
   - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of December, 2013

by MARIA E. LONGO

(Name of person whose signature is being notarized)

as PRESIDENT of LAWZ WIZARD USA, INC.

(Name of Corporation/Company)

known to me to be the person described herein, or who produced PERSONALLY KNOWN

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

MICHELLE L. CUMMINS

(Print Name)

My commission expires

(407) 388-0163

FloridaNotaryService.com

Commodities Contract (Rev. 09/13/2013)
ATTACHMENT "H" INSURANCE REQUIREMENTS

Insurance Requirement for Grounds Services

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>Limits on Liability in Thousands of Dollars</th>
<th>Each Occurrence</th>
<th>Aggregate</th>
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</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY - Broad form</td>
<td>Bodily Injury</td>
<td></td>
<td></td>
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<tr>
<td>[x] Commercial General Liability</td>
<td>Bodily Injury</td>
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<tr>
<td>[x] Premises-Operations</td>
<td>Bodily Injury and Property Damage Combined</td>
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<td>$500 k</td>
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<tr>
<td>[ ] Explosion &amp; Collapse Hazard</td>
<td>Bodily Injury and Property Damage Combined</td>
<td>Bodily Injury and Property Damage Combined</td>
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<td>[ ] Underground Hazard</td>
<td>Personal Injury</td>
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<td></td>
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<tr>
<td>[x] Products/Completed Operations Hazard</td>
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<tr>
<td>[x] Broad Form Property Damage</td>
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<td>[x] Independent Contractors</td>
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<td></td>
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</tr>
<tr>
<td>[x] Personal Injury</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| AUTO LIABILITY | Bodily Injury (each person) | | |
| [x] Comprehensive Form | Bodily Injury (each accident) | | |
| [x] Owned | Property Damage | | |
| [x] Hired | Property Damage | | |
| [x] Non-owned | Bodily Injury and Property Damage Combined | | |
| [x] Any Auto If applicable | Bodily Injury and Property Damage Combined | | |

| EXCESS LIABILITY | Bodily Injury and Property Damage Combined | | |
| [ ] Umbrella Form | (each accident) | STATUTORY | |
| [ ] Other than Umbrella Form | | | |

| WORKER'S COMPENSATION | $100 k / accident | | |
| [x] EMPLOYER'S LIABILITY | | | |

| PROFESSIONAL LIABILITY ~ E&O | claims-made form | | |

| PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD | Maximum Deductible: $10 k | Completed Value |
| Coverage must remain in force until written final acceptance by County. | DED for WIND or WIND & FLOOD not to exceed 6% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | |

| INSTALLATION FLOATER IS REQUIRED IF BUILDER'S RISK OR PROPERTY ARE NOT CARRIED | Maximum Deductible: $10 k | Completed Value |
| Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County. | CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE | |

Note: Workers' Compensation U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water. CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:

FRANCISCO VASQUEZ
2013.02.15 14:11:09
-05'00'
FRANCO VASQUEZ
Risk Management Division
VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Commodities Contract (Rev. 09/13/2013)
EXECUTIVE SUMMARY

PROJECT PLAN

An evaluation of each site will be made by our Project Manager assigned to this contract of each site. All sites will be put in chronological order based on location. Types of equipment and crew size will be determined. Service schedules will be assembled and sites will be routed as to services provided. Supervisors, crew leaders and sub-contractors will assess each site with the project manager so they are familiar with each location. A list of all services required at each location will be provided by the Project Manager. Project Manager will review services and work reports with Administration.

Schedules will be provided to all staff working on this project and services will commence. Work reports will be submitted by crew leaders daily, regular site inspections will be completed by supervisor. Project Manager will submit daily work completion reports to the client.

All services will be provided as designated in the proposal.

Project Manager will schedule regular meetings with client staff on site for discussions about services and recommendations.
Comparison of Lawn Wizard's Contractual Requirements to Actual Services Rendered Services Billed from March through September 2014

Source: Prepared by the OIG based on Lawn Wizard's contract with FMD and their invoices submitted for work performed between March 1 through September 30, 2014.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Actual Services Billed</th>
<th>Contractual Services Required</th>
<th>Variance of Actual Services to Requirements</th>
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</thead>
<tbody>
<tr>
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<td>Mow</td>
<td>Trim</td>
<td>Mow</td>
</tr>
<tr>
<td>Group 2 - North and South Central Territory</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Broward Addiction Recovery Center (BARC)</td>
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<td>1</td>
<td>13</td>
</tr>
<tr>
<td>Broward Co. Judicial Complex (BCJC)</td>
<td>12</td>
<td>6</td>
<td>13</td>
</tr>
<tr>
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<td>Contractual Services Required</td>
<td>Variance of Actual Services to Requirements</td>
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<td>Transit Center (Ravenswood)</td>
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**Group 5 - West Territory**

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<td>African American Research Library</td>
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<td>BSO Service Center- (No Weekend)</td>
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<td>Building and Permitting Warehouse</td>
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<td>Core Tower</td>
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<td>Edgar P. Mills Multi Purpose Center- (No Weekend)</td>
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</table>
COMPOSITE

EXHIBIT 3
Hi Maryann;

According to Lawn Wizards June completion form the Stirling Road Library located @ (3151 Stirling Road in Hollywood) lawn was cut was on June 18th 2014, then according to Lawn Wizards July completion form the lawn was not cut at all!

According to Lawn Wizards August schedule sent to me on August 6th the Stirling Road Library is on the schedule for August 15th. Soon it will be two months without a lawn cut at the Stirling Road library.

I understand Lawn Wizard has rain delays however 58 days is too long to wait for a lawn cut this needs to be addressed asap.

Sam Katzen
Building Manager II

Broward County Board of County Commissioners
Public Works Department | Facilities Management Division

954-680-0009 • CELL 954-579-9646 • skatzen@broward.org
www.broward.org
Hi Maryann,

According to Lawn Wizard’s schedule sent to me on August 6th Fire Station 27 was on the schedule for August 16th as of today August 20th the lawn at Fire Station 27 has not been cut Lawn Wizard has not cut the lawn at Fire Station 27 since July 30th.

As stated in the e-mail below it was Broward County’s intention to have the lawns cut at Broward County fire stations three times a month for four months out of the year.

Please respond with a date the lawn will be cut at Fire Station 27 so I can keep the tenants informed.

Thank you

Sam Katzen
Building Manager II

Broward County Board of County Commissioners
Public Works Department | Facilities Management Division
954-680-0009 • CELL 954-579-9646 • skatzen@broward.org
www.broward.org
From: Rawlings, Anne
Sent: Tuesday, December 16, 2014 10:24 AM
To: Morales, Ronald
Subject: FW: Grass

From: Tutt, Harold
Sent: Thursday, August 21, 2014 5:18 PM
To: 'maryann@lawnwizardusa.com'; Rawlings, Anne; john@waterwizardusa.com
Cc: Caminiti, Robert; Mitchell, Ian
Subject: RE: Grass

Thank you.

From: MARYANN [mailto:maryann@lawnwizardusa.com]
Sent: Thursday, August 21, 2014 5:08 PM
To: Tutt, Harold; Rawlings, Anne; john@waterwizardusa.com
Cc: Caminiti, Robert; Mitchell, Ian
Subject: RE: Grass

I will have this on the schedule for Saturday August 21, 2014

Maryann Chalkley  
Senior Project Manager  
Lawn Wizard  
4406 NE 6 Ave  
Oakland Park, Fl 33334  
Tel:954-946-5223  
Fax:954-946-4769  
maryann@lawnwizardusa.com

From: Tutt, Harold [mailto:htutt@broward.org]
Sent: Thursday, August 21, 2014 2:15 PM
To: Rawlings, Anne; john@waterwizardusa.com; maryann@lawnwizardusa.com
Cc: Caminiti, Robert; Mitchell, Ian
Subject: RE: Grass

Thanks Anne. I am also concerned about the Broward terminal and Ravenswood. All of these seem to have gotten missed.
Harold

From: Rawlings, Anne
Sent: Thursday, August 21, 2014 2:13 PM
To: Tutt, Harold; john@waterwizardusa.com; maryann@lawnwizardusa.com
Cc: Caminiti, Robert; Mitchell, Ian
Subject: RE: Grass

John/Maryann;
Please let us know when the grass at 3201 Copans Road is scheduled to be cut. It was scheduled for 8/6 or 8/11/14 but was not yet serviced this month. Thank you.

From: Tutt, Harold
Sent: Thursday, August 21, 2014 2:09 PM
To: Rawlings, Anne
Cc: Caminiti, Robert
Subject: Grass

Anne
Could you please have someone cut the grass at the transit locations. Has not been cut in weeks and looks very bad.

Harold

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.
-----Original Message-----
From: MARYANN [mailto:maryann@lawnwizardusa.com]
Sent: Wednesday, September 17, 2014 6:20 AM
To: Rawlings, Anne
Subject: RE: North Animal Control Grass

I did. I sent an email disregard I was out sick and when I returned Monday none of my emails were sent until I returned Monday, Sept 15th. So emails from previous days were mailed 15th vs 11th & 12th.

Maryann

-----Original Message-----
From: Rawlings, Anne [mailto:ARAWLINGS@broward.org]
Sent: Tuesday, September 16, 2014 2:16 PM
To: 'maryann@lawnwizardusa.com'
Cc: john@wizardserivesusa.com; 'Wizard Services'; Mitchell, Ian
Subject: RE: North Animal Control Grass
Importance: High

You told me to leave the gate open yesterday and no one showed up and you did not let me know so I could lock the gate for the night. Please send me accurate information. Thank you.

-----Original Message-----
From: MARYANN [mailto:maryann@lawnwizardusa.com]
Sent: Tuesday, September 16, 2014 2:09 PM
To: Rawlings, Anne
Cc: john@wizardserivesusa.com; 'Wizard Services'
Subject: RE: North Animal Control Grass

Ann,

Animal care is scheduled for Friday.

FYI - Dwayne Allen is our Assistant Project Manager been on board since March. He handles all the scheduling if you are on able to contact me or cc him as well, if I’m out of the office so you can get a quicker response.

Maryann Chalkley
Senior Project Manager
Lawn Wizard
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel:954-946-5223  
Fax:954-946-4769  
maryann@lawnwizardusa.com

-----Original Message-----
From: Rawlings, Anne [mailto:ARAWLINGS@broward.org]
Sent: Tuesday, September 16, 2014 10:22 AM
To: 'maryann@lawnwizardusa.com'
Subject: RE: North Animal Control Grass

Was the property serviced yesterday?

-----Original Message-----
From: MARYANN [mailto:maryann@lawnwizardusa.com]
Sent: Monday, September 15, 2014 6:19 AM
To: Rawlings, Anne
Subject: RE: North Animal Control Grass

I was just advised when we go the facility appears to be empty and we call the number posted and no one answers. Could you please have someone unlock the gate this morning.

I will put it schedule again today we have not been able to get in to this location.

Maryann Chalkley  
Senior Project Manager  
Lawn Wizard  
4406 NE 6 Ave  
Oakland Park, Fl 33334  
Tel:954-946-5223  
Fax:954-946-4769  
maryann@lawnwizardusa.com

-----Original Message-----
From: Rawlings, Anne [mailto:ARAWLINGS@broward.org]
Sent: Wednesday, September 10, 2014 2:46 PM
To: john@waterwizardusa.com; maryann@lawnwizardusa.com
Cc: Mitchell, Ian; Ulloa, Freddy; Wright, Howard
Subject: North Animal Control Grass
Importance: High

Good afternoon;  
The grass at North Animal Control 3100 NW 19 ST Pompano Beach was scheduled to be cut Monday 9/8/14. As you can see in the pictures, the property has not been serviced in a while. Additionally, I have asked several times for a service schedule for the NWFSC in Coral Springs. Please respond. Thank you.

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My question is why does it get to this? The previous cut was in August and it was just as bad before it was cut. We had the same situation at 3 other fire stations going into September. Same issue last summer.
As soon as we get the DO I can schedule work.

Margann Chalkley
Senior Project Manager
Lawn Wizard
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel:954-946-5223
Fax:954-946-4769
maryann@lawnwizardusa.com
It has been over a month.
On Oct 1, 2014, at 2:59 PM, "Wizard Services" <projectmanager@lawnwizardusa.com> wrote:

<image001.gif>

We can not start until we receive the DO.

Maryann Chalkley
Senior Project Manager
Lawn Wizard
4406 NE 6 Ave
Oakland Park, FL 33334
Tel:954-946-5223
Fax:954-946-4769
maryann@lawnwizardusa.com

From: Mitchell, Ian [mailto:MITCHELL@broward.org]
Sent: Tuesday, September 30, 2014 8:35 PM
To: 'maryann@lawnwizardusa.com'
Cc: 'Ransom, Gerard'; Wright, Howard; 'john@waterwizardusa.com'; projectmanager@lawnwizardusa.com'; Schuler, Craig; Ulloa, Freddy
Subject: RE: Fire Station # 32

Maryann,
The new Grounds Maintenance contract was awarded to Lawn Wizard on September 23, 2014, See attached award letter. Last week I called John and specifically told him to prepare an individual schedule for Monday and Tuesday (because it is the end of the Fiscal Year) and then a separate schedule for October. I followed up with an email, again, see attached. In the email I state “Please continue planning and scheduling so that there is no interruption in services.” Additionally, all the locations included in this agreement are specified in the contract documents that Lawn Wizard bid on, there are no mystery locations. Please read your contract thoroughly you will be held to it and evaluated by it.

A New Delivery Order will be issued to Lawn Wizard on October 1, 2014, please start services immediately upon receipt of Delivery Order, using the worst locations as your priority. A kickoff meeting has been set for Thursday October 2, 2014, per your contract you are required to bring the schedule to this meeting for confirmation of services. Per the contract you will be expected to complete all services for the month of October.

If you have any questions please feel free to contact me.
From: MARYANN [mailto:maryann@lawnwizardusa.com]
Sent: Tuesday, September 30, 2014 2:38 PM
To: Wright, Howard; john@waterwizardusa.com; projectmanager@lawnwizardusa.com
Cc: Mitchell, Ian; 'Ransom, Gerard'
Subject: RE: Fire Station # 32

I was informed; our contract expired, waiting on new contract. A schedule can not be made because I've heard more properties have been added to the contract. To logistically schedule the properties I need a list of properties we are going to be awarded.

Waiting kick off party

From: Wright, Howard [mailto:HWRIGHT@broward.org]
Sent: Tuesday, September 30, 2014 12:35 PM
To: 'maryann@lawnwizardusa.com'; 'john@waterwizardusa.com'; projectmanager@lawnwizardusa.com
Cc: Mitchell, Ian; 'Ransom, Gerard'
Subject: Fire Station # 32
Importance: High

Maryann/John:
The grass at the above-referenced facility is almost waist high; please address in a rush.
Regards.

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From: Ulloa, Freddy
Sent: Friday, September 13, 2013 7:43 AM
To: King, Lisa
Subject: RE: Edgar Mills Center Service on 9/11

No, just as long as you’re doing it. I would however cc Rosalia Bunge for her records since she is the contract administrator.

From: King, Lisa
Sent: Thursday, September 12, 2013 11:38 AM
To: Ulloa, Freddy
Subject: RE: Edgar Mills Center Service on 9/11

Freddy,
I sent Lawn Wizard picture and an e-mail about of all three my outskirt libraries, would you like me to CC you on them.

Lisa

From: Ulloa, Freddy
Sent: Thursday, September 12, 2013 8:41 AM
To: Katzen, Samuel; King, Lisa; Rawlings, Anne; Sampedro, Edgar; Wright, Miguel
Subject: FW: Edgar Mills Center Service on 9/11
Importance: High

At our last team meeting I mentioned that we needed to hold the current landscape contractor accountable to his contract, and that you needed to document your efforts to reach compliance.

Here is a good example of that by one of your colleagues.

From: Wright, Miguel
Sent: Thursday, September 12, 2013 8:30 AM
To: maryann@lawnwizardusa.com; john@waterwizardusa.com
Cc: Mitchell, Ian; Ulloa, Freddy; Bunge, Rosalia; Wright, Howard
Subject: Edgar Mills Center Service on 9/11
Importance: High

Good Morning John, Mary Ann:
Please see the attached images. I performed an inspection this morning of yesterday's lawn cut service performed at Edgar P. Mills Center. Keep in mind we have not even received confirmation emails from your office for yesterday's service, however I was alerted your services were being performed and wanted to ensure my inspection was within a reasonable time to guarantee a fair evaluation.

Grass was cut within the height requirements, turf was clearly edged, however it appears that is the only performance standard met by yesterday's service. There is trash on just about every portion of the site, including the very obvious front of the building. The majority of the areas are covered with glass clipping that were not cleared; in a few days these clipping will dry up and cause the site to look even more unpresentable. There are also trees observed that were barked and recently planted shrubs were cut excessively, that now may not survive.

Please advise how you will address the deficiencies noted. I am available to meet and review the conditions.

Thank you,

Miguel Wright
Building Manager II
West District
Facilities Management Division
(954)831-8945
(954)214-2672
For all Urgent & Emergency Maintenance Issues: (954)357-6600

Our Best
Nothing Less.

2
Maryann, John:

Public Safety Building is listed as completed yesterday 5/7/14, however once again crews have missed the entire exterior east side of the property (outside of the secured gates). Please see the attached pictures.

Thank you,

Miguel Wright
Building Manager II
Facilities Management Division
West District - Public Safety Complex & EP Mills Center
Office: (954)831-8945
Cell: (954)214-2672
MiWright@Broward.org
For all Urgent & Emergency Maintenance: (954)357-6600

From: Karsznia, Ron
Sent: Thursday, May 08, 2014 10:23 AM
To: Wright, Miguel; Rawlings, Anne; Sampedro, Edgar; Katzen, Samuel; King, Lisa
Cc: 'maryann@lawnwizardusa.com'; Mitchell, Ian; FMDPAYABLES; Rivas, Kelly
Subject: FW: COMPLETIONS

Miguel:
Public Safety Bldg. – lawn & detail cut Wed. 05/07/14

Anne and Edgar:

Pompano Beach Main Lib. – lawn cut Wed. 05/07/14
Hunter Bldg. – lawn & detail cut Wed. 05/07/14
North West Branch Lib. – lawn & detail cut Wed. 05/07/14

Sam:
From: Rawlings, Anne  
Sent: Tuesday, December 16, 2014 10:52 AM  
To: Morales, Ronald  
Subject: FW: NE Transit Center Park Area

---

From: MARYANN [mailto:maryann@lawnwizardusa.com]  
Sent: Thursday, June 12, 2014 6:32 AM  
To: Rawlings, Anne  
Cc: Mitchell, Ian; Wright, Howard; Sampedro, Edgar; john@wizardservicesusa.com; 'Wizard Services'  
Subject: RE: NE Transit Center Park Area  

We started on the clean up yesterday, weather forced us to leave. We will return again today weather permitting.

Maryann Chalkley  
Senior Project Manager  
Lawn Wizard  
4406 NE 6 Ave  
Oakland Park, Fl 33334  
Tel:954-946-5223  
Fax:954-946-4769  
maryann@lawnwizardusa.com

---

From: Rawlings, Anne [mailto:ARAWLINGS@broward.org]  
Sent: Tuesday, June 10, 2014 3:11 PM  
To: marvann@lawnwizardusa.com  
Cc: Mitchell, Ian; Wright, Howard; Sampedro, Edgar  
Subject: NE Transit Center Park Area  
Importance: High

Good afternoon;  
Please see attached pictures of the park area at the NE Transit Center 304 Hammondville Road, Pompano Beach FL. It appears the weeding has not been done for some time. It is my understanding the park area weeding is included in the contractual agreement. The lock on the gate is a CAT 30, similar to many other County locks. We delivered CAT 30 keys to you at the start of the contract. Additionally, there is a security guard on site 24 hours a day and Security can provide access for your crew.  

Please let me know when we can expect the area to be serviced. Thank you.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.
Maryann:

Service received yesterday at Public Safety Building was incomplete. Once again we did not get any weed control done.

- The pavers at District 5 Building, Public Safety Employee entrance and entire front entry were not addressed.
- Areas between all rows of parking in the secured areas were not done,
- Weeds along the islands at all the gates were not done.
- Weeds/misc plant growth (strangler figs, etc) inside hedges were not removed

Could you please let me know when these will be corrected?

Thanks,

Miguel Wright
Building Manager II
Facilities Management Division
West District - Public Safety Complex & EP Mills Center
Office: (954)831-8945
Cell: (954)214-2672
MiWright@Broward.org
For all Urgent & Emergency Maintenance: (954)357-6600

From: Karsznia, Ron
Sent: Thursday, June 12, 2014 9:04 AM
To: Wright, Miguel; King, Lisa; Sampedro, Edgar
Cc: 'maryann@lawnwizardusa.com'; Mitchell, Ian; FMDPAYABLES; Rivas, Kelly
Subject: FW: COMPLETIONS

Miguel:
Public Safety Bldg. – detail cut Wed. 06/11/14

Edgar:
Pompano Bch. Main Lib. – lawn cut Wed. 06/11/14
North East Mass Transit(Hammondville Rd.) – lawn cut Wed. 06/11/14
North West Branch Lib. – lawn & detail cut Wed. 06/11/14
EXHIBIT 7
## Services Billed But Not Listed On Daily Work Reports
### Services Billed from April through June 2014

**Source:** Prepared by the OIG based on Lawn Wizard's invoices, Daily Work Reports and Completion Reports.

<table>
<thead>
<tr>
<th>Date</th>
<th>Service</th>
<th>Location</th>
<th>Amount</th>
<th>On Completion Report Sent To County?</th>
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<td>4/3/2014</td>
<td>Fertilization</td>
<td>64th St. Warehouse</td>
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<td>4/3/2014</td>
<td>Fertilization</td>
<td>EMS Radio Tower</td>
<td>$5.00</td>
<td>No</td>
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<tr>
<td>4/4/2014</td>
<td>Fertilization</td>
<td>Edgar P. Mills Multipurpose Center</td>
<td>$30.00</td>
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<td>4/4/2014</td>
<td>Trim</td>
<td>North Regional Courthouse</td>
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<td>No</td>
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<td>Tyrone Branch Library</td>
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<td>Fertilization</td>
<td>Pompano Beach Branch Library</td>
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<td>5/7/2014</td>
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<td>South Facilities Maintenance Shop</td>
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<td>5/22/2014</td>
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<td>Governmental Center West (GC West)</td>
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<td>5/5/2014</td>
<td>Mow</td>
<td>Broward Addiction Recovery Center (BARC)</td>
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<td>Medical Examiner's Office</td>
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<td>64th St. Warehouse</td>
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</table>

**Total** $1,063.00

¹The County was also billed for a mow on 5/2/2014, three days before this mow. The 5/5/2015 mow appears to be a return visit to finish the job as the Daily Work Report stated "Security didn't let [us]in."

²The Daily Work Report stated that the "Grounds are wet" and "Not completed." The property was charged for an additional mow on 6/3/2014, three days later.
April 20, 2015

Lawn Wizard USA, Inc.

Re: Response: Notice of Non-compliance with Contract Requirements

Broward County Service Contract No.: E1189001B1 Lawn Maintenance

Att: Scott Campbell-Director- Facilities Management Division

This response is equal to both the Government Center East and West.

On July 29, 2012 we notified you of pest control issues at this facility. County staff decided not to follow our recommendation for pest control (attached). Pest control services for “Root Eating Bugs” and other diseases described have never been done.

Fertilization is part of the specification. Just like pest control it’s optional and only provided when requested by County staff. Lawn Wizard has been servicing this property since 2012 and fertilization has never been requested.

Pest control, fertilization and proper watering is required for plant health and survival. Broward County has failed to have these optional services provided.

In March 2015 Edgar Sampedro inspector of landscape services advised our crew that he wanted a reduction in the height of the hedge’s at issue. The reduction was in excess of 50% of the height of the hedge.

Due to County staff not utilizing optional services for pest control and fertilization and improper watering the bottom of the hedge had minimal green leaves. Leaves were limited to the top of the plant. Therefore when the reduction was done the hedge looked like dead wood. In addition the stems of that hedge had grown thick and made cutting difficult.

The appearance of the hedge, taking into consideration it’s condition is normal.

On the Landscape Inspection Report dated March 3, 2015 (attached) Government Center East was in compliance and passed inspection. On March 5, 2015 Howard Wright questioned the condition of the hedge at the Government Center East. (attached email)

Government Center West was trimmed on February 25, 2015 was in compliance and passed inspection. On March 6, 2015 Howard Wright questioned the condition of the hedge. (attached email) Lawn Wizard responded on March 6, 2015. (attached email)
Had prior County personal followed the recommendations of Lawn Wizard and provided pest control and fertilization at minimum twice annually the hedge would be healthy today. Edgar Sampedro was in our opinion correct in requesting the reduction although late coming. By reducing the height and applying fertilizer and increased watering the hedge may survive and become a healthy plant again. This is a long term restoration. For immediate esthetics we recommend removal and replacement with a different species.

Kindly, advise should you require anything further.

Please contact me whenever I may be of assistance.

Questions, service

I'm always available

_John Longo_

Lawn Wizard USA
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 866-928-3720
Fax: 954-946-4769
john@lawnwizardusa.com
# Duplicated Charges on Lawn Wizard's Invoices

For Services Billed in June 2014

**Source:** Prepared by the OIG based on an analysis of Lawn Wizard's invoices.

<table>
<thead>
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<th>Location</th>
<th>Date Serviced</th>
<th>Service</th>
<th>Amount</th>
<th>Invoice #</th>
<th>Invoice Date</th>
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<td>Mosquito Control Section</td>
<td>6/24/2014</td>
<td>Mow</td>
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<td>Mosquito Control Section</td>
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<td>Mow</td>
<td>$25.00</td>
<td>7529B</td>
<td>9/12/2014</td>
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<tr>
<td>Mosquito Control Section</td>
<td>6/24/2014</td>
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<td>$3.90</td>
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<td>Mow</td>
<td>$20.00</td>
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<td>South Facilities Maintenance Shop</td>
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<td>$90.00</td>
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**Total:** $609.30  $304.65
<table>
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<tr>
<th>Date</th>
<th>Location</th>
<th>Price</th>
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<tbody>
<tr>
<td>04/24/2014</td>
<td>64th St. Warehouse</td>
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<td>05/03/2014</td>
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</tbody>
</table>

**Services Performed Without Weed Control**

**Services Billed April through June 2014**

**Source:** Prepared by the OIG based on a review of Lawn Wizard's invoices and Daily Work Reports.
<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Price</th>
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<tbody>
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¹This charge is also included in Exhibit 9 as a duplicate billing.
OIG 14-026

EXHIBIT 11
Services Billed Where There Was No Corresponding Daily Work Report
April and May 2014

Source: Prepared by the OIG based on Lawn Wizard's invoices, Daily Work Reports, Completion Reports and FMD's Inspection Reports.

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Total $2,285.30
From: Ulloa, Freddy  
Sent: Thursday, August 07, 2014 2:55 PM  
To: Wright, Howard  
Cc: Schuler, Craig  
Subject: FW: STIRLING ROAD LIBRARY  

Howard,

Building managers are spending an inordinate amount of time managing ONE contract. We didn’t have this before. 😊

It most certainly is impacting their ability to focus on more important issues.

I hope there is light at the end of this tunnel!

Regards
Freddy

---

From: Katzen, Samuel  
Sent: Thursday, August 07, 2014 2:13 PM  
To: maryann@lawnwizardusa.com  
Cc: <john@waterwizardusa.com>; Mitchell, Ian; Henry, Claudja; Ulloa, Freddy  
Subject: STIRLING ROAD LIBRARY  

Hi Maryann;

According to Lawn Wizards June completion form the Stirling Road Library located @ (3151 Stirling Road in Hollywood) lawn was cut was on June 18th 2014, then according to Lawn Wizards July completion form the lawn was not cut at all!

According to Lawn Wizards August schedule sent to me on August 6th the Stirling Road Library is on the schedule for August 15th. Soon it will be two months without a lawn cut at the Stirling Road library.

I understand Lawn Wizard has rain delays however 58 days is too long to wait for a lawn cut this needs to be addressed asap.
King, Lisa  

From: King, Lisa  
Sent: Thursday, September 04, 2014 4:30 PM  
To: Mitchell, Ian  
Cc: Henry, Claudja  
Subject: Lawn Wizard Service @ West Regional Complex  

This letter serves to notify Lawn Wizard Company of my intent to enter a formal vendor complaint regarding the services received at the West Regional Complex. It has been my observation that since February 28, 2014 the grounds at the Complex are not being maintained in accordance with the Broward County Technical Specifications and Requirements (Attachment A of Bid No. E1189001B1). This failure to perform has been documented by lawn service inspections, pictures, and e-mails. Lawn Wizard was informed of the results of these inspections via descriptive e-mails, which included sample pictures of the non-compliance items.

On April 21, 2014 FMD’s Operations Superintendent, Freddy Ulloa, Lawn Wizard’s Senior Project Manager, Maryann Chalkey, Lawn Wizard field assistant Dwayne, and myself met at the EOC which is located within the West Regional Complex to discuss the actuality that the City of Plantation would not close an open permit for the installation of a fence at this site due to in part to the unsatisfactory condition of the grounds. During this meeting we discussed the unsatisfactory condition of the site and we were assured that the conditions would improve with the help of Lawn Wizard’s new assistant Dwayne. As a follow-up to the meeting, I sent a synopsis of our discussions via e-mail. Lawn Wizard did comply with our request to have the EOC site weeded and mulched within the next two weeks. This was documented in May’s lawn inspections. Unfortunately, the EOC’s grounds maintenance has not been kept up since then. Month after month the grounds maintenance service was continually inspected by me after it was serviced by Lawn Wizard. The results were reported to Lawn Wizard via e-mail and documented formal lawn inspection forms and pictures. The rating on these ground inspections have drop over the months.

At Lawn Wizard’s request, a meeting was held on July 31, 2014. In attendance were Lawn Wizard Owner, John Longo, Lawn Wizard Senior Project Manager, Maryann Chalkey, FMD’s Asst. Director Howard Wright, FMD Project Administrator Ian Mitchel, Contract/ Grant Admin II Claudja Henry, FMD Operations Superintendent, Craig Schuler, and myself. During the meeting the conditions at the West regional Complex were discussed and I requested a site visit/meeting with Lawn Wizard to personally review the needed maintenance at the complex (which had been previously requested several times without success). Maryann stated that she would call me the following week to set up a meeting. When I did not hear from her the following week, I attempted to schedule this meeting a few times. Eventually on August 20, 2014 Maryann did set a meeting date for Friday August 22, 2014.

These are the non-compliance items that were viewed and discussed during this meeting:

- Over grown flower beds and tree rings.
- Weeding needed in flower beds and tree rings.
- Weeding needed in the side walk cracks.
- Removal of all volunteers/ evasive plants (some of these volunteers are over 10’ tall).
- Cutting over trash.

During the meeting Maryann stated that a crew would be out to start on the maintenance that Saturday (8/23/14) and she would personally see that everything is completed. Lawn Wizard did not show up until Wednesday, August 28, 2014 and did some maintenance. When asked when the work could be expected to be completed Lawn Wizard confirmed that their crew has completed the requested maintenance and that they would be back out only for their scheduled cut. Even though some maintenance was accomplished the following non-compliance items remain unresolved:

- Over grown flower beds and tree rings.
- Weeding needed in flower beds and tree rings.
- Weeding needed in the side walk cracks.
- Removal of all volunteers/ evasive plants (some of these volunteers are over 10’ tall).
- Cutting over trash.
Sincerely,

Lisa King
Building Manager I

Broward County
Lisa M. King
West Building Manager I
Public Works Department / Facilities Management Division
Office (954) 577-4613; Fax (954) 357-5953
Cell (954) 809-9103
liking@broward.org
All, I know we are having some performance issues with some of our vendors and I want to make sure you are aware of the proper documentation and process that is necessary for Vendor Complaints. Please see attached Purchasing Division brief PowerPoint explaining the steps. Please note that all Vendor complaints must come through the Contract/Procurement Section and must be signed by the Contract Administrator, Scott Campbell.

Ian Mitchell
Project Administrator
Facilities Management Division
954 357 5675
EXHIBIT 15
Late Payments To Lawn Wizard
From March through September 2014

Source: Prepared by the OIG based on Lawn Wizard invoices, FMD's Check Registry and FMD's e-mails.

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<thead>
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<th>Invoice #</th>
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<th>Check Date</th>
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March 22, 2016

Mr. John W. Scott, Inspector General
Broward Office of the Inspector General
1 North University Drive, Suite 111
Plantation, Florida 33324

Dear Mr. Scott:

This is our response to your preliminary report entitled "Misconduct by a Vendor and Gross Mismanagement by the Broward County Facilities Management Division." We request that you include this letter as a supplement to your report as provided for by Section 12 D(2)(b) of the Broward County Charter.

Your report concludes:
- Lawn Wizard willfully and blatantly violated the terms and conditions of its contract with the County;
- Lawn Wizard engaged in vendor misconduct during its performance of the Contract;
- The Facilities Management Division engaged in gross mismanagement by failing to properly manage the Contract;
- Broward County's failure to always timely pay Lawn Wizard's invoices did not constitute misconduct.

Consequently, your Office recommends that the County --
(1) provide additional training on contract administration;
(2) require periodic status reviews when contractor performance is at issue;
(3) create a service-specific contractor evaluation form;
(4) require work inspection/verification forms be completed within a specific timeframe; and
(5) Enhance training on invoice reviews prior to authorizing payment.

While we agree that Lawn Wizard violated its contract with Broward County, which is why we terminated the contract and pursued debarment, we disagree with certain statements leading to the report's conclusion that the firm engaged in misconduct. Although we acknowledge that the time to complete the contract termination/debarment process took longer than preferred, it was nevertheless undertaken in a reasonable time. Most important, however, is that we held Lawn Wizard accountable for its failure to perform.

We disagree with the report's determination that the Facilities Management Division (FMD) engaged in gross mismanagement. The Broward County Charter defines gross mismanagement as the material waste or significant mismanagement of public resources [emphasis added]. Florida Statute offers an expanded definition of gross mismanagement as "a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact" (§ 112.3187(3)(e), Fla. Stat. (2016)). While your report may disagree with the actions or the timeliness of actions undertaken by the FMD, it did not reveal...
any activity that approaches either definition. Further, your investigation did not find that any laws, policies, or procedures were violated; nor did it identify fraud, waste, abuse or impropriety on the part of FMD employees.

It is important to note that FMD’s actions adhered to the contract between Broward County and Lawn Wizard; Broward County policies and procedures were followed from contract award through debarment; the firm was provided proper notice and ample opportunity to cure performance-related issues; FMD held the firm accountable for willful failure to perform according to its contract by terminating the County’s relationship with the firm once all attempts to resolve performance-related issues were exhausted; and the firm was disbarred from conducting business with Broward County in the future. Collectively, these actions demonstrated patience, fairness, respect for the firm’s legal rights, thoroughness, and ultimately shielded the County from unnecessary administrative or legal appeal.

Our full response to the report’s findings are contained in the enclosed Management Response. In addition, we have enclosed signed statements from three interviewed employees in response to the report’s representations of their statements.

Your report highlights opportunities for improvement and we accept its recommendations. Consequently, we are taking the following actions:

1. The Purchasing Division is updating its Administrative Policies and Procedures (formerly Internal Control Handbook) to strengthen its vendor relations guidelines.
2. Purchasing will begin to provide revised and on-going training on contract administration and vendor relations activities within 90 days of approval of its new Administrative Policies and Procedures.
3. The requirement for periodic status reviews when contractor performance is at issue will be emphasized during upcoming training sessions.
4. Revisions are in progress to incorporate specific project-related evaluation forms and will be included in the new Administrative Policy and Procedure.
5. The requirement to complete inspection/verification forms within a specific timeframe will be emphasized during the training sessions.
6. Training on conducting invoice reviews prior to authorizing payment will be covered in future training sessions.

In summary, our actions to terminate the contract with Lawn Wizard and debar them clearly demonstrates proper contract oversight and effective use of resources. We believe this response and our planned actions appropriately address the issues you identified in your report.

Sincerely,

Bertha W. Henry
County Administrator

Enclosures
cc: Mayor and Board of County Commissioners
    Joni Armstrong-Coffey, County Attorney
    Evan Lukic, County Auditor
ALLEGATION: "Facilities Management Division committed misconduct by engaging in Bid Manipulation causing a vendor, Lawn Wizard USA Inc., to lose a bid for a contract and by failing to pay Lawn Wizard in a timely manner."

RESPONSE: Disagree with the allegation, but agree with the OIG’s finding that FMD did not engage in misconduct. At no time did FMD engage in any activities that interfered with Lawn Wizard being awarded any contract. Factors contributing to payment delays were as a result of County staffing turnover, or a direct result of improper or inaccurate invoices, or FMD disputing charges for work invoiced.

FINDING: Lawn Wizard engaged in vendor misconduct during its performance of the Contract by:
- Failing to timely provide services;
- Failing to fully provide services;
- Receiving payment on invoices with discrepancies; and
- Receiving payment for services it never provided.

RESPONSE: Partially agree. As noted in the report, Lawn Wizard willfully and blatantly violated the terms and conditions of its contract with the County. As a result, Lawn Wizard’s contract with Broward County was terminated for willful poor performance, and the firm debarred from conducting business with the County for three years according to Section 21.119 of the Broward County Administrative Code.

We agree Lawn Wizard failed to provide services according to a predetermined schedule as required by its contract.

We agree Lawn Wizard failed to fully provide services on several occasions. In these instances, invoices were disputed and payment delayed to the extent possible without placing the County in a position that provided the firm cause for administrative or legal challenge.

We agree that Lawn Wizard, a small business, submitted invoices containing errors or inaccurate information. One of the ongoing concerns with Lawn Wizard was their invoicing. It was often fraught with errors. In an attempt to work with this small business clearly lacking in administrative abilities, FMD would often overlook minor errors on various reports and invoices; if FMD managers were able to reasonably conclude that the service was delivered, payment was made.

We concur that Lawn Wizard billed for services which were either not completed or only partially completed.

We disagree that Lawn Wizard received payment for services either not completed or only partially completed. In fact, FMD disputed 13 of 37 invoices, 35 percent of all invoices. The report claims that $1,063 in services not performed according to Lawn Wizard’s daily work reports were billed
by Lawn Wizard and paid by Broward County. Again, knowing this is a small business and in an attempt to work with this business, FMD would often overlook minor errors on various reports and invoices; if FMD managers were able to reasonably conclude that the service was delivered, payment was made. It also appears that the context of this conclusion was a statement by the owner of Lawn Wizard in which he said that the company could not have done the fertilization at the 64th Street Warehouse or Government Center West because there is nothing there to fertilize. He is incorrect since both sites have grassed areas and the 64th Street property has 1 ½ acre of lawn/grass. In addition, FMD has e-mails from its managers that documents that these services were completed.

The report adds that the County may have been charged $13,383.70 for incomplete services without weed control and FMD approved payment. Weed control is only a fraction of the work described under the mowing pay line. The contract did not allow for withholding a portion of the mowing payment amount. The Division did err on the side of compliance with the prompt payment ordinance and paid the vendor for these mowing services because mowing was completed and weed control is only a fraction of the work. Additionally, payment was done to remove the reason the vendor was giving for non-compliance and not to give some standing of non-payment to the vendor in some potential claim. This decision was made after consultation with the County Attorney’s Office.

In addition, the report concludes that Lawn Wizard billed for services which could not be verified by Daily Work Reports. It claims 18 instances totaling $2,285 where Lawn Wizard invoiced for services wherein the Daily Work Reports did not support the charges. However, of the 18, 11 instances totaling $1,550, were in fact tracked to inspection reports. It reiterated that $250 for fertilization at the 64th Street Warehouse was false because this site lacked grass. Again, this site has 1 ½ acre of grass and FMD managers confirm by e-mail that this service was performed.

**FINDING:** “Gross mismanagement on the part of the FMD for failing to properly manage its contract with Lawn Wizard.”

**RESPONSE:**
Disagree. This report falsely determined that FMD failed to timely hold Lawn Wizard accountable, and did not use the Vendor Complaint Form referenced in the Internal Control Handbook to document problem performance.

It is acknowledged that Lawn Wizard's performance under its most recent contract with FMD for grounds maintenance services was unsatisfactory. And, as a result of this unsatisfactory performance, and staff’s thorough documentation of such, the County terminated its relationship with the firm and debarred it from future work with the County.

While your report may dispute the aggressiveness or timeliness of FMD’s actions, we believe FMD responded appropriately to protect the County’s interests, however time-consuming. While in hindsight perhaps there may have been an opportunity to begin the formal breach of contract termination process prior to April 2015, the County still took formal action which resulted in the ultimate sanction the County can take, debarment. In the interim, the County received some level of service from Lawn Wizard. This was done without appeal and demonstrates proper contract administration according to policy and legal standards.
Our actions were consistent with the County’s Administrative Code and internal procedures.

Your report questioned why the firm was awarded a new contract with FMD while its performance was considered unsatisfactory under other County contracts. The contract in question was awarded to Lawn Wizard as a County Business Enterprise (CBE) Reserve contract. Such contracts further the County Commission’s policies geared toward providing prime-contracting opportunities to eligible small businesses and to increasing their participation in the provision of goods or services. According to County policy, when a CBE reserve is established in connection with a County solicitation, if a CBE is available with capacity to perform the reserved work, the reserved work will be awarded to a CBE (consistent with all applicable terms and conditions of the County’s Procurement Code). Lawn Wizard demonstrated it had the ability and availability to perform the work required.

Our records show that this firm held multiple contracts with Broward County for similar work. While the firm’s performance was deficient under one contract, it was satisfactory in others. Under Section 21.23 of the Administrative Code, a vendor may be prevented from participating on County contracts if it receives three or more final weighted performance evaluations of 2.59 or below over a five-year period. In Lawn Wizard’s case, it did not meet that threshold.

The report states that FMD failed to document poor performance which would have prevented the firm from being awarded the most recent contract. This is not the case. All told, FMD completed 13 periodic vendor evaluations beginning May 1, 2013 (under a previous contract) and throughout the term of the last contract. Four of the 13 FMD evaluations were below 2.59. However, the firm’s overall ratings averaged 2.75.

The practical necessity of needing mowing/landscaping services at our facilities was also a contributing factor in how FMD managed this contract. This is why it worked very closely with Lawn Wizard throughout their contract and provided them multiple opportunities to correct their performance and prove the accuracy of their billing, all while documenting each step in detail along the way. In fact, this process of working closely with the vendor and creating detailed documentation was crucial to properly terminating the existing contract and barring them from future work with the County.

While your report contends that our actions to debar the company and terminate the contract did not happen as quickly as it assumes they should have, we believe these actions were accomplished prudently and promptly as possible under the circumstances. We believe FMD’s actions followed the progressive process for dealing with poor vendor performance. Numerous informal written notifications in the form of e-mails were sent by FMD staff to Lawn Wizard identifying deficiencies in the firm’s performance. Formal correspondence followed based on the totality of the breach and the firm’s lack of responsiveness. Due process procedures required by contract, the County’s policies and procedures, and operational realities require us to work through performance issues with our contractors when problems develop. In all cases, our agreements allow for, and in fact require, proper notifications and a reasonable opportunity for the vendor to cure any improper or incomplete work. Broward County cannot be imprudent or inaccurate in terminating contracts or barring companies from doing business with us. The act of terminating a contract for default on the part of the vendor and the act of barring a company from doing work with Broward County are severe actions, and are not taken lightly nor completed in haste. Legal
challenges can result from any attempt to achieve either one of these results without proper justification, documentation or proper administrative review.

Decisions to terminate an existing contract with cause and to debar are decisions undertaken in close coordination by the contracting agency, the Purchasing Division, the County Attorney's Office, as well as the County Administrator's Office. All of these entities were aware of the difficulties that the contract administrator was having with this particular firm. The decisions to terminate and to debar were not predicated on the necessity of a paper form from FMD to the Purchasing Division, as you point out several times in your report. It was a direct result of a deterioration in the relationship between the County and the firm's willful failure to perform in accordance with its contract, all of which are documented.

We acknowledge that certain staff members were not as diligent as expected when performing facility inspections. Consequently, FMD took appropriate corrective action and during this period one building manager resigned while under a formal performance improvement plan and another's performance evaluation reflected a lower rating based on their need to improve upon their facility inspection efforts.

We disagree with the statement that FMD building managers approved payment for services not rendered. This is not entirely correct. Invoices were reviewed and the work done to support the payment of invoices was documented by either building managers or the employee specifically assigned to check the work. FMD properly disputed 13 of 37 invoices (35%). In many of these cases, the majority of work was performed leaving a disputed portion (usually related to weed control) at issue. Weed control was a fraction of the work required and paid under "mowing". The disputed work was not considered egregious enough to deny payment. Moreover, FMD was advised that it did not have the legal ability to withhold payment, or make partial payments, when only a small percentage of work was in dispute. If FMD managers were able to reasonably conclude that work was performed, payment was authorized. In addition, rather than negatively affect the County's position in later administrative or legal proceedings, the decision was made by FMD to authorize payment.

We disagree with the report's determination that paying an employee to "shadow Lawn Wizard and inspect its work" was a misallocation of resources. We find this statement contradictory to other statements in the report such as, "OIG acknowledges that Lawn Wizard's performance deficiencies were affecting day-to-day operations of the [C]ounty's building managers. Managers were forced to invest an extraordinary amount of time repeating their inspections."

Recognizing that building managers were spending an inordinate amount of time impacting their duties, management assigned a lower level position (building manager assistant, which is paid 51 percent less than a building manager on average) to conduct inspections and to continue documenting Lawn Wizard's poor performance. This allowed building managers to perform their higher level duties, saved money and provided consistency in inspection and documentation. Given FMD's obligation to inspect and document non-performance, assuming the same work effort and factoring in the paid overtime, using the building manager assistant for this effort saved the County over $43,000.
Furthermore, without doubt, contract administrators spend more time managing contracts that are not going well than they do managing contracts that are being perfectly fulfilled. This is not a “waste [of] resources and public money” as alleged, but operational reality. When the scope of the contractor’s performance deficiencies rose to a level warranting in-depth review, FMD elected to assign the tasks of verification and inspection to one individual rather than delegating to multiple property managers. FMD did what was expected given an operational challenge before them. They looked at what resources they had to devote to arriving at a solution and that is exactly what they did. To say that focusing resources where needed in response to an immediate need was misallocation of resources is woefully incorrect.

FINDING:  Broward County’s failure to always timely pay Lawn Wizard’s invoices did not constitute misconduct.

RESPONSE:  Agree.
At the end of the second to last paragraph on page 36, the IG states that “He agreed that the assistant building manager should not have been assigned to monitor Lawn Wizard for six months admitting, ‘[n]o we should not have had him spend that amount of time.”

I did not say the first part of the statement. My recollection is that I had noted to them that the practice may continue, I had not decided. Regarding the amount of time, I do not believe that I said this, if I did, it was not in this context. If it was said, it would have been in the context that underperforming contractors demand additional staff time.

I also believe that next paragraph contradicts what they are saying. See Below.

“Regarding the cost of assigning someone to exclusively monitor Lawn Wizard, Mr. Campbell advised that the assignment was funded from the administrative budget and that it was his belief that a certain amount was budgeted for lawn inspections. He did not view it as an additional cost, but rather, a consolidation of costs from many building managers to one person. Although Mr. Campbell was aware of the assistant building manager’s assignment in general, he was unaware of the fact that overtime was paid for this assignment. He initially expressed surprise at the fact that overtime was afforded for this assignment. However, at a subsequent interview, he stated that he agreed with the concept of assigning one individual, even with overtime, if that’s what was necessary to get the job done.”
Howard E. Wright Response – O.I.G. Report – Lawn Wizard

The O.I.G’s Report – page 16 – last paragraph states: “Mr. Wright............ “dropped the ball”. To the best of my knowledge, this phrase was used by one of my O.I.G. interrogators and was interjected into one of my answers to one of their questions when there was a slight hesitation on my part to coin a complete answer to their question.

The phrase was posited by one of the interrogators in the form of a question soliciting concurrence/confimation/agreement from me which was never forthcoming.

Howard E. G. C. Wright
Page 15 of 38 - first paragraph and throughout report:

OIG Report States:
During his interview with the OIG, Mr. Mitchell admitted, “I dropped the ball, I should have done more ... I should have completed a vendor complaint form then.” Despite overwhelming evidence of Lawn Wizard’s contract violations, the FMD failed to take formal action against it until April 2015.

My Response:
When OIG Staff contacted me for an interview they did not specify why they wanted to meet or the details of questioning. I knew the topic was Lawn Wizard but not the specifics. As a result I did not have the opportunity to review the contract folder in order to prepare for the meeting. During the interview OIG staff’s questioning was very accusatory and they presented me with emails from my colleagues indicating the problems they were having with Lawn Wizard. In addition OIG staff also presented documents indicating that FMD had either over or double paid Lawn Wizard. OIG staff indicated that because of my failure to take formal action against Lawn Wizard in the form of Notices of Non Compliance that these problems were allowed to continue. The accusatory line of questions, emails and invoice documents made me doubt my actions and question my judgment during the contract periods. OIG staff narrowed their questions to the completion of Notices of Non Compliances and asked the question: "Do you think you dropped the ball?" I responded: “In hind sight and based upon the emails you have presented, yes”.

Throughout the OIG report it makes claims that I stated that “I dropped the ball” these statement were in the context of the completion of Notices of Non Compliance. Once I had the opportunity to review my files and emails and I concluded that with regards to the contract that I did not drop the ball.

The term “dropped the ball” was introduced by OIG staff in the form of a leading accusatory question. I find it interesting that the same term is used by three different people in the OIG report.
OIG Report States:
Mr. Mitchell explained that the FMD had been having problems with Lawn Wizard since the 2012 contract. When it elected to rebid the contract, the FMD hoped to avoid awarding the subsequent contract to Lawn Wizard.

My Response:
This is an inaccurate statement. What I stated to OIG staff was:

1. The format of the 2012 contract was problematic. There were inaccuracies in the document. This caused Lawn Wizard to be underpaid for some locations. This was later corrected.

2. The Lawns around the County had not been cut for some time. The tall grass which increased the workload caused difficulty for Lawn Wizard to get caught up.

For these reasons I informed FMD staff to work with the vendor during this period.

OIG Report States:
The solicitation was split up into several groups in order to create as many small business opportunities as possible. Lawn Wizard, however, submitted the lowest bid for each of the new groups. Although Mr. Campbell did not want to concur with the award to Lawn Wizard because of the issues the FMD had with it during the previous contract, he had no choice but to do so based on the fact that there was no formal documentation of these issues to justify a non-concurrence.

My Response:
The solicitation was originally written to limit one vendor from receiving more than 2 awards. I stated to OIG staff, the reason Scott had to concur with all contracts to Lawn Wizard was in part due to the Purchasing Division deciding against limiting the awards.
OIG Report States:
He admitted that he could have done a better job in managing Lawn Wizard for its continued poor performance during the interim contract and beyond. Mr. Mitchell offered that during the 2014 interim contract there was a lot of work going on in his section and he was both understaffed and overwhelmed but agreed that it was no excuse for not completing vendor complaint forms. He speculated that perhaps he did not think things were “that bad,” thus he opted to work with Lawn Wizard instead of filing a formal complaint against it.

My Response:
1. The underlined section above was a leading question in the form: OIG stated, in the form of a question: "Do you think you could have done a better job?" I responded: “In hind sight and based upon the emails you have presented, yes". Once again my response was based on having not had the opportunity to look at my files. I stated to OIG staff that I know I had addressed Lawn Wizard’s issues but I could not remember specific details without having first looked at my files.

2. I did not state to OIG staff that I was “overwhelmed”. I stated that I was under staffed at the time. Specifically in the context that I had lost four staff members, two due to retirement, one due to a promotion and one on extended leave due to bereavement.

OIG Report States:
Here, the purchasing agent was aware of the problems the FMD was having with Lawn Wizard. However, as the Purchasing Division is bound to the procurement code, it could not get involved where a vendor complaint form was not provided. Indeed, he repeatedly explained the necessity of a vendor complaint form to Mr. Mitchell, the contract administrator for the FMD who complained a lot about Lawn Wizard’s poor performance. Despite the FMD’s knowledge that a vendor complaint form was required to hold a vendor accountable, however, it would simply not provide one.

My Response:
1. There has been number of different Purchasing Agents working on the Grounds Maintenance contract from 2011 to 2014. I do not recall at any time a Purchasing Agent telling me to complete a Vendor Complaint Form, neither do I have any emails. In addition there is no evidence in the OIG report that I received emails from a Purchasing Agent telling me to complete a Notice of Non-Compliance.
OIG Report States:
Based on this history, Mr. Mitchell explained that he felt that the FMD could not hold Lawn Wizard accountable for its poor performance during this period. In fact, he even instructed the building managers to be lenient with Lawn Wizard on some of its work. This instruction came back to haunt the FMD because Lawn Wizard continued to perform poorly.

My Response:
1. I did not tell OIG staff that FMD could not hold Lawn Wizard accountable for its poor performance. This is out of context; I stated to OIG staff that given the circumstances (tall grass) we had to work with Lawn Wizard to help them meet the obligations of the contract.

2. At no point did I tell Building Managers to be lenient with Lawn Wizard. Again, this is taken out of context; I stated that we had work with Lawn Wizard considering they were coming into a situation in which we had tall grass.

OIG Report States:
With regard to Lawn Wizard’s invoicing troubles, Mr. Mitchell acknowledged that Lawn Wizard routinely submitted invoices for work not performed. He was aware of it because building managers had told him that they were not approving certain invoices as Lawn Wizard had not cut the grass during that period.

My Response:
1. I did not admit that Lawn Wizard routinely submitted invoices for work not performed. I stated that I was aware of invoices not being approved by some building managers and Howard Wright because of performance issues, not because the work was not being done.
OIG Report States:
Mr. Mitchell was shown an analysis completed by the OIG that detailed a plethora of billing errors by Lawn Wizard. These billing errors included billing the county for work either not done or partially completed, billing for work for which Lawn Wizard had no supporting documentation, and billing for the same work within a few days of each other. After reviewing the analysis, Mr. Mitchell stated that, “Yes, I dropped that ball, there is no good explanation for not doing something sooner.”

My Response:
1. My recollection of the analysis presented to me was that OIG staff stated that FMD had overpaid the vendor. When presented with the OIG material, I doubted myself and it was in this context that in hindsight I agreed we could have done something sooner. At the time I did not know the OIG material was incorrect.

OIG Report States:
During a follow-up interview in June 2015, Mr. Mitchell speculated that he probably did not take action against Lawn Wizard early on in the contract because he was intimidated considering the issues with the previous contract. He went on to explain that, on April 14, 2015, Mr. Wright finally issued a Notice of Non-Compliance after Lawn Wizard “butchered the hedges.” A second Notice of Non-Compliance was issued on May 6, 2015 and a Notice of Breach was issued on June 22, 2015. After this, Lawn Wizard simply stopped showing up.

My Response:
1. I did not state to OIG Staff that I did not take action against Lawn Wizard because I was intimidated. We worked with Lawn Wizard to provide much needed Grounds Services.

Ian Mitchell Response to OIG Report
VENDOR LAWN WIZARDS RESPONSE TO BROWARD OFFICE OF INSPECTOR GENERAL

GROSS MISMANAGEMENT BY BROWARD COUNTY FACILITIES MANAGEMENT DIVISION, HIGHWAY BRIDGE AND MAINTENANCE AND BROWARD COUNTY COMMISSIONERS

RESPONSE:

The summery provided by the BROWARD OFFICE OF THE INSPECTOR GENERAL circumvented the cause of it’s allegations against the Vendor by summarizing the past events, detailing and embellishing end events of there investigation that lead to the demise of the Vendor Lawn Wizard. The Vendor was forced out of business due to the incompetence and corruption within Broward County.

The Vendor filed a complaint with the BROWARD OFFICE OF THE INSPECTOR GENERAL on August 9, 2014. (attached EXHIBIT I) At the time of the complaint Broward County owed the Vendor in excess of $ 350,000.00 for unpaid services provided for nearly (6) months. In addition there was $ 80,000.00 for contractual errors made by Broward County. The BROWARD OFFICE OF THE INSPECTOR GENERAL focused it’s report on 2015.

The Vendor Lawn Wizard was a small business enterprise. Those debts equal $ 430,000.00. Lawn Wizard struggled for survival but ultimately had no choice but to close our business which started in 1996. The BROWARD OFFICE OF THE INSPECTOR GENERAL misstated, exaggerated and flat out lied about events.

Lawn Wizard was closed due to:
- Non-Payment of services by Broward County
- Bid Manipulation
- Fraud
- Government abuse
- Fabricated Performance Evaluations

Beginning in 2013 Vendor Lawn Wizard notified all Broward County Commissioners numerous times of the Non-Payment issues. (attached EXHIBIT II, IIA)Only one commissioner Chip LaMarca took the time to investigate. The others had no interest. Commissioner Lois Wexler at a commission meeting stated Lawn Wizard didn’t charge enough. She called us “LOW BALLERS”. She wanted someone else to do the job and the county should pay more money. That’s what happens when politicians work with lobbyist from competitive companies. Same with Commissioner Barbara Sharief never responded.

Vendor Lawn Wizard hired a percentage of employees who had difficulty finding employment. This eventually became a part of Broward County contracts which
was voted and approved by the Broward County Commission. The BROWARD COUNTY OFFICE OF THE INSPECTOR GENERAL has in it’s investigative report turned this hiring opportunity against the Vendor by stating it’s employees were lacking experience.

Lawn Wizard recommended to Broward County that they should hire one Landscape inspector like other government agencies. At the time (2012—2015) inspections were completed no sooner than one week after the work was completed by (12) individual property managers all having a different way they perceived the maintenance to be completed. Lawn Wizard would not know the outcome of the inspection until we questioned past due invoicing. The BROWARD INSPECTOR GENERAL investigation describes the Landscape Inspector hired in (2015) as a 007 AGENT shadowing the Vendor. Our relationship with the inspector was everything but covert.

The County debarred Lawn Wizard without sending any notification to Lawn Wizard. At one time notification was sent via email but retracted in less than (5) minutes. The debarment was conducted without the knowledge of Lawn Wizard. The County although they rescinded the notification continued as though it existed.

“ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT”

County employees are mostly UNSKILLED and moved from job to job based on seniority or who you know.

Ian Mitchell, Contract Administrator only knew the definition of what a contract administrator was. He admittedly stated his background and training was in another field when he took the position. Lawn Wizard paid for his mistakes and training.

Edgar Sampedro, Landscape Inspector a/k/a Agent 007 Building Management Assistant had no experience for the position he held. Email received from Edgar Sampedro on April 3, 2015 “I wanted to let you know that today will be my last day overseeing your work. From now on, please send all communications to Tim Smith, who will be inspecting work done.” He went from and unknown position to now “Property Manager” Broward Sheriff’s office. (attached EXHIBIT VI)

Tim Smith Landscape Inspector, a/k/a Agent 007 worked for American Express in the office was hired by Broward County to work in the Parks Department sweeping and watering plants, etc. with no experience in landscaping. He becomes the Landscape Inspector. This was clearly someone’s PUPPY. (attached EXHIBIT VII)

The “LANDSCAPE INSPECTOR” who was not qualified would fail an entire maintenance for a single palm frond found in the dumpster or litter. These are reoccurring issues that happen over night. It would delay payments for the entire
service. (attached EXHIBIT IV) shows the work provided by Lawn Wizard which is contradicting to BROWARD OFFICE OF THE INSPECTOR GENERAL.

Services provided by Lawn Wizard were slowly terminated by Lawn Wizard at various facilities where payment was not made for previous services provided.

The Vendor Lawn Wizard provided services to other Cities without issue. (attached EXHIBIT III)

Miscellaneous documents in support of the truth (attached EXHIBITS 1,2,3) Vendor Lawn Wizard has documented in detail events which have taken place since the beginning of doing business with Broward County. There are 1000s of emails documenting since 2012 which were supplied to the BROWARD OFFICE OF THE INSPECTOR GENERAL. Documents providing evidence of

- Non-Payment of services by Broward County
- Bid Manipulation
- Fraud
- Government abuse
- Fabricated Performance Evaluations

Documentation evidencing bid manipulation by the Margate CRA, Broward County Solid Waste, Broward County Facilities maintenance.

Broward County expected us to work for FREE. You can’t run a business without cash flow. When your biggest government client whom you are relaying on even more then a private client because they have available funds is in a “CLUSTER OF CONFUSION” it put us out of business. This was a willful and blatant act by Broward County.

While Broward County continues to function on tax dollars.

Lawn Wizard lost $3,000,000.00 doing business with Broward County.

Those incompetent, non-qualified employees remain. In addition the Broward Commission recently gave them all a raise. Great management of our tax dollars.

On March 8, 2016 we received an email from Broward County about there new system for processing payments to vendors which is expected to expedite the process. While Lawn Wizard waited for them to implement and train. (attached EXHIBIT V)

The investigative report provided by the BROWARD COUNTY OFFICE OF THE INSPECTOR GENERAL leads me to believe the following:
Our Inspector General is protecting his job because the documentation provided by Lawn Wizard went to the core of Broward Government (Commissioners)

Our inspector General does not want his investigation to assist in litigation against Broward County which will be brought by the vendor

Cover up

Our Inspector General is protecting the positions of long term management in Broward County

This investigation should have been an A thru Z investigation. Instead it was a X,Y,Z investigation that COVERED UP the true cause. It avoided issues in detail from the beginning (2012-2013-2014) and focused on the end (2015) when we could not financially survive working for FREE.

Lawn Wizard does not stand alone with this issue. Numerous vendors have had similar experience with Broward County.

Broward County is a CLUSTER OF COFUSSION an CORRUPTION from top to bottom.

It is beyond the time to clean house in Broward County.

John Longo
Lawn Wizard USA
Broward Office of the Inspector General

Complaint Form

John Longo, Maria Longo and Lawn Wizard USA

Name
4406 NE 6th Ave, Oakland Park, Florida 33334

Address (optional)

954-968-0013

Phone Number (optional)

john@waterwizardusa.com

E-Mail (optional)

Are you a Broward County Employee? ☐ Y ☑ N (optional)

Are you an employee of a Broward municipality? ☐ Y ☑ N (optional)

If yes, name of municipality

Date: August 9, 2014

Complaint

A detailed complaint based on your personal knowledge is required. Attachments are permitted.

Lawn Wizard USA is a Broward County vendor with multiple awarded contracts.

Our complaint is attached and alleges bid manipulation, non-payment for services, fraud, waste and government abuse, etc.

There are many documents related to this matter. Attached are just some documents which will give you a window into some of the violations.

Broward County states it supports the advancement of small business thru Commissioner Sharief. This program only supports her.

Broward County has not trained its departments on how to work with small business.

The departments we do business have specific companies they preference. Payment for service has taken in excess of (9) months. These actions stop cash flow which can and will put you out of business. It also has an impact on the reputation of your company.

Under penalties of perjury, I declare that I have read the foregoing complaint and that based on my personal knowledge the facts stated in it are true. This verification extends to all attachments and additional pages.

Signature of Complainant

Received by: ___________________________ Date Received: ___________________________

Complaint # ___________________________, Complaint Confidential per §112.3188, F.S. ☐ Y ☐ N

FOR OFFICE USE ONLY:

Form of submission: Mail Email In Person
September 27, 2013

Att: John Torrenza

Re: Bid Submittal G1110807B1, Maintenance Of Greenways and Misc. Landscape

Our company is the landscape service provider for Broward County, Facilities Management Division we have been in business since 1996 here in Broward we are a family owned business. Our company employees on average of (65) full time people and our equipment inventory is extensive for our business. Daily we dispatch an average of (10) landscaping crews providing a variety of related services.

The maintenance contract we entered into with Broward County has been a cluster from the day it was awarded. When we took the contract over none of the properties were maintained for more than (3) months during the rainy season July 2012. Turf areas were over (24") in height, weeds were taking over the beds, shrubs were out of control. One service to each property was equivalent to (4) services. Everyone wanted there building serviced first. There was no PO for weed control. FMD staff stated it's optional. Only to be done when property manager issues PO. There were multiple crews dispatched to cut turf and additional crew to trim only. Weed control was initially done, until we were advised we would not receive payment for our services.

The contract was based on being paid from a PO that was generated from the square footage of each location for itemized services provided by the County. This contract should never have been presented for bid. There was nothing in this contract that was right. The square footage provided was off by 100's of thousands of square feet. Required services were not included on PO orders. FMD accounting department provided an invoice format in excel that we were required to utilize for billing that would automatically populate the cost for services at each building then we would send a separate invoice for each location itemized.

Invoicing was a mess due to FMD accounting supplying improper invoice formatting. Which were revised drastically multiple times. This created a bookkeeping nightmare for us and the County having to re-do invoices multiple times. In addition, invoices that had any issues large or small were set aside and forgotten. There were numerous personal changes of County staff working with this contract. Every time there was a change accounting staff we would have to start over again with the new person. FMD accounting went thru several people before finally assigning it to Kelly Rivas. Kelly, met with our staff on several occasions resolved and organized accounting issues.

I sent at minimum of (60) emails expressing my concerns about the condition of the properties, discrepancies in square footage, PO orders for additional maintenance services (weed control) an accurate and complete list of contact information for property managers, an accurate list of all properties maintained (which changed several times), request for payment for services, etc.. In addition to what our project manager sent and our accounting department. Lawn Wizard staff have requested several meetings to work together to a resolution of the contract issues. It produced no results. Each meeting was an episode of finger pointing at Lawn Wizard.
Then we were over (8) months behind in payments. The County was past due in excess of $350,000.00. This is an astronomical number to be past due.

If any client didn't pay for (8) months we or any business owner would have canceled services until they were current.

We have a performance bond and made the decision not to end the contract to keep our integrity with our bonding company and take a different approach.

It took the intervention of County Commissioner Chip Lamarca for us to receive payments.

This contract paid by square feet. All the square footage was wrong at every building. FMD paid according to them (2) engineers to field measure every property. I'm told it took (2) months to be completed. I just received a today from FMD authorizing payment to us for $80,229.33 for incorrect square footage.

Facilities Maintenance Division did not re-new our contract but gave us short term extensions while they prepared a new contract for re-bid which was advertised for a pre-bid meeting.

The core of the issue is the contract the way it was originally constructed and presented for bidding, the condition of the properties when they were turned over to us, the billing format supplied and modified numerous times, and non-payment for (8) months.

This contract expired at the end of May 2013 and services were discontinued. On June 10th, 2013 we received a letter from purchasing authorizing the extension. It stated "A copy of this notice is being forwarded to the appropriate using agencies. Purchase orders will be placed as and when required." The PO for the contract extension to resume services was not received from FMD until July 12, 2013. From past experiences of non payment for services Lawn Wizard does not work without POs.

This created a (6) week gap in services. In July it rained (10) days consecutively. All County facilities had grass (24") high, weeds out of control and trash, nothing was trimmed everyone complaining.

We are a substantial company; Re- Mobilization to provide maintenance with the properties in there current condition during rainy season takes time. The crews that were servicing FMD properties were assigned other work and had to be re-scheduled.

This (6) week gap in services at the height of rainy season created an avalanche of issues for Lawn Wizard and FMD.

Properties that would normally if maintained on a schedule take (3) hours to cut are now taking all day. It's very difficult and time consuming to cut grass at this height. It needs to be mowed multiple times during the same service to bring it to maintenance height (3"—4"). Multiple crews have been assigned for cutting turf and trimming.

FMD has not offered to pay us additional for these services.

It takes time to get these properties under control and back to a maintenance level.

We have been loyal to this contract and to our County.

Lawn Wizard provides services to multiple to other Broward contracts as well as State, County, City and municipal governments. We don't have these issues anywhere.
Substantial documentation in support of every issue is available.

Lawn Wizard is constantly growing and acquiring more equipment regularly. We continue hiring and promoting good management.

Lawn Wizard has the resources and ability to perform any and all services for G110807B1 Maintenance Of Greenways and Miscellaneous Landscaping.

On behalf of all of us at Lawn Wizard.

Sincerely

John Longo
Lawn Wizard USA
September 3, 2014

John Longo

SENT VIA EMAIL: john@waterwizardusa.com

Dear Mr. Longo:

Thank you for contacting the Broward Office of the Inspector General (OIG). Upon preliminary review, your information has been assigned to an investigator. Should we need additional information, you will be contacted by the OIG.

Sincerely,

Michael Mee
Deputy Inspector General

MM:en
Mr. Morales

I did some checking today in reference to Broward County.

Attached is some additional information.

C & M Landscaping was a bidder on Bid # G1110807B1, Maintenance of Greenways and Misc. Landscaping. At the Commission meeting during the award to Lawn Wizard the head of purchasing advised the Commissioners that C & M Landscape although the low bidder were not qualified. Therefore, the bid was awarded to Lawn Wizard in addition she stated that the third bidder Toilet Taxi was not qualified.

Now C & M Landscaping is providing services for the Greenway contract. (see attached Q & A).

C & M Landscaping has an estimated (12) plus employees but does not have work mans compensation insurance. They show the company is exempt. There business tax license, corporation, etc. is there residence address. As an example they have contracts with Broward County, City Of Fort Lauderdale, CRA Miami, City Of Lauderhill and more.

Where's there work mans compensation?

Where's there equipment?

Do they follow OSHA regulations?
Who checked this company's qualifications? Broward County? City Of Fort Lauderdale?

How do they pay their employees if they don't have workers compensation?

How do they follow labor laws?

Very frustrating.

Lawn Wizard follows the rules.
Lawn Wizard has the equipment.
Lawn Wizard has all the proper licenses and insurance.
Lawn Wizard has a real business address.
Lawn Wizard has had personal visits by many of its clients.
Lawn Wizard is bondable.

John Longo

Wizard Services
4406 NE 6 Ave
Oakland Park, FL 33334
Tel: 954-946-5223
Fax: 954-946-4769
john@waterwizardusa.com
Sorry for the repetition but I needed to recap this.

- Bid # T1007713B1 GROUNDS MAINTENANCE  (FMD)
  This bid was a disaster. The County produced this bid without regard for the vendor. This bid was nothing more than a draft and a cluster of confusion. It was the core of all issues leading up to today. Lawn Wizard is the current service provider under contract # E1189001BX

- Bid # P1229802B1 Grounds Maintenance Services  (Solid Waste)
  Our ability was questioned based on other Broward Agencies. Bid stayed pending for months and was serviced by PRESTIGE without an award. Ultimately, all bids were rejected. To the best of my knowledge Prestige continues to service the sites thru a
sub-contractor.

Bid # G1110807B1 Maintenance of Greenways and Misc. Landscaping
New staff at HBMD, new formats, new systems, created another cluster of confusion. Contract was stopped while HBMD re-grouped, Lawn Wizard was expected to provide services at the cost of one service. We requested additional compensation without response. In December 2014 we were requested to provide services. Our staff checked the properties and found they were being serviced by unknown others at the time. We asked for a confirmation to commence based on an email we received in December 2014 from HBMD. Ultimately, we were advised our contract expired. (See Notice of non-compliance)
To the best of my knowledge Prestige continues to service the sites.

Bid # Y1282704B1 - Canal Bank Maintenance   (Waste Water)
Pending bid not awarded.  Lawn Wizard is low bidder. Prestige is second bidder and current contract provider.

Bid # Z1301710B1 Airport Grounds maintenance
Pending bid not awarded.  Lawn Wizard is low bidder. Prestige is second bidder and current contract provider.

The Greenways is up for bid again Bid # G1298502B1 on Bidsync. Due date February 25, 2015.

John Longo

Wizard Services
4406 NE 6 Ave
Oakland Park, FL 33334
Tel:954-946-5223
Fax:954-946-4769
john@waterwizardusa.com
Sophia

Attached are photos showing the height of the grass at the landfill on July 8, 2013.

This is height is equivalent to (3) cuts.

Since this contract started we have been bullied and scammed.

We had (10) men work (6) days at the direction of Richard Dennis who stated we "MUST" remove the thatch from the slope per our contract. Thatch was on the slope because they were not services for over (3—4 ) months. This was not true and our crews worked for FREE.

In addition, at the direction of Richard Dennis we provided additional services and now we are told he is disputing those invoices because there was no DO issued.

As per our conversation you advised there was a line item to remove the thatch but it was deleted.
Our project manager has sent emails to Richard Dennis about providing services with more frequency and was told “Services are not required now.” (see attached email Lawn Wizards request for services and response)

The attached photos will show the extent of additional services required to maintain the height of the slopes due to lack of maintenance services.

Quote from attached email:
“However, at that time there was literally nothing to cut and as stewards of public tax dollars we could not in good faith authorize services that could not be justified.”

Now once again we are cutting the equivalent of (3) cuts and being paid for (1).

Where is the justification here? Bullied and scammed.

We value your business and are committed to exceeding your expectations for quality and service.

John Longo
General Manager

Wizard Services
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 954-946-5223
Fax: 954-946-4769
john@waterwizardusa.com
Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.
From: Saunders, Ryan [RSAUNDERS@broward.org]
Sent: Tuesday, December 04, 2012 1:33 PM
To: 'isabel@waterwizardusa.com'
Subject: RE: BROWARD COUNTY GROUNDS MAINTENANCE CONTRACT T1007713B1--NOTICE OF NON-PAYMENT

Ms. Longo,

Thank you for informing the Commission of your non-payment by Broward County, this is certainly not acceptable.

As your business is located in District 4, Commissioner LaMarca has taken the liberty as to inquire about this issue. Our office will be in contact with you when we receive a response from staff.

Understanding that this is a large sum of money and time is of the essence.

If you should have any questions, please do not hesitate to contact us.

Regards,

Ryan

D. Ryan Saunders, Aide to
Commissioner Chip LaMarca - District 4
Broward County Board of County Commissioners
115 South Andrews Avenue
Room 412
Fort Lauderdale, Florida 33301
Phone: 954-357-7004
Fax: 954-357-7798

From: Maria I. Longo [mailto:isabel@waterwizardusa.com]
Sent: Tuesday, December 04, 2012 1:24 PM
To: Kiar, Martin; Barrocas, Scott; Clark, Michael; Busey, Philip; Jacobs, Kristin; Monserrat, Marcia; Rivero, Zenia
Cc: Rivero, Zenia; Ritter, Stacy; Pauli, Kenneth; Hall, Kathy; Hall, Kathy; Goldstein, Norma; Lamarca, Chip; Saunders, Ryan; Newstreet, John; Pryde, Mary; Pryde, Mary; Wexler, Lois; Wolter, Margaret; Grutman, Renee; Hirschman, William; Gunzburger, Suzanne; Popiel, Stephen; Rosenberg, Eric; Ryan, Tim; Carter, Kristin; Phillippi, Sean; Bertino, John; Alston, Torey; Pierson, Kelly; Alexander, Judith; Holness, Dale; Beckford, John; Deer, Lavern; Scarlette, Lahoma
Subject: BROWARD COUNTY GROUNDS MAINTENANCE CONTRACT T1007713B1--NOTICE OF NON-PAYMENT
CREATING JOBS

SINCE 1996

WE ARE SMALL BUSINESS AMERICA

CHECK OUT OUR WEB SITE  www.wizardservicesusa.com

Kindly, review the attached "NOTICE OF NON-PAYMENT".

We value your business and are committed to exceeding your expectations for quality and service.

John Longo
General Manager
Wizard Services
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel:954-946-5223
Fax:954-946-4769
john@waterwizardusa.com

WIZARD SERVICES

Water Wizard-Lawn Wizard-Rust Wizard

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Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

3/11/2016
From: WIZARD SERVICES <john@waterwizardusa.com>
Sent: Thursday, July 17, 2014 5:28 PM
To: 'Lamarca, Chip'
Cc: 'dholness@broward.org'; 'jbeckford@broward.org'
Subject: VENDOR COMPLAINT (1)
Attachments: FW: Notice to Proceed Q0988604B1 Maintenance of Highway Medians and Roadway Shoulders; LETTER.PDF; FW: WIZARD SERVICES-- REFERENCES

Creating Jobs
Since 1996

We Are Small Business America

Commissioners

I will be sending (2) emails due to the size of the attachment. Both emails are in reference to separate contracts with the County with similar issues.

Some department's have this notion we should work for free. Rejection of an invoice is all that's required to stop you from being paid. Issuing purchase orders (DO) for less than the value of the work requested then demand you do it or your in default.

I have one department head in FMD that actually had a meeting in his office of other department heads wanting to know why they score our work so high. They need to give us low performance ratings. They are slandering us with other County agencies.

The letter attached was requested by purchasing last September and offers a description of how this all started. Since these issues this matter has escalated and has been a Cancer demeaning our company and employees.

The County owes us thousands of dollars. It takes (90) days minimum to get paid and at times has taken up to (11) months.

We have been in business since 1996. My family have been has been here since 1952. We are business owners, property owners, tax payers.

Our company employees between (80) and (100) people many from programs at Work Force One, Broward Sheriff Oakland Park youth assistance, Dismiss Charities, and others. We give people opportunities they can't get from other companies.
We need your assistance.

Your intervention in this matter is required.

Sincerely

John Longo

Wizard Services
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 954-946-5223
Fax: 954-946-4769
john@waterwizardusa.com

WIZARD SERVICES
Water Wizard-Lawn Wizard-Rust Wizard

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WIZARD SERVICES

From: Lamarca, Chip [CLAMARCA@broward.org]
Sent: Sunday, February 24, 2013 1:37 PM
To: 'john@waterwizardusa.com'
Subject: RE: Lawn Wizard PAST DUE INVOICES FOR $200,000.00
Follow Up Flag: Follow up
Flag Status: Completed

Mr. & Mrs. Longo,

I am pleased to see that you are finally getting back into a payment cycle. I want to thank you for doing business with Broward County. Without good vendors like yourselves, we would not be successful. Thank you for reaching out to me and for placing your confidence in our office.

Best regards,

Chip LaMarca
Broward County Commissioner
115 South Andrews Avenue
Fort Lauderdale, FL 33301
T: 954.357.7004 | F: 954.357.7798
E: CLamArcA@Broward.org
SIGN UP HERE to stay informed.

Please consider the environment before printing this e-mail.

This message contains confidential and/or privileged information and is intended only for the individual or entity named herein. If you are not the named addressee you may not disseminate, distribute or copy this e-mail. Please notify the sender immediately by email or telephone at (954) 357-7004. If you have received this email in error and completely delete it from your system. Email transmissions cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arises as a result of email transmission. If verification is required, please request a hardcopy version. Under Florida law, Broward County e-mail addresses are public records. Your e-mail address and the contents of any e-mail sent to the sender of this communication will be released in response to any request for public record except as excluded by F.S. 119.071, 1002.22(5)(d), or any other law of the State of Florida. If you do not want your e-mail address to be released as part of any public records request, do not send email to this address, rather contact this office by phone or in writing.

9/27/2013
Commissioner LaMarca

I'm concerned and I'm certain you will be over the situation with the bids as described below.

Lawn Wizard is low bidder on both bids and there has been no award. Instead the previous company and second lowest bidder on both bids has been given an extension and continue to provide services at a substantially higher rate costing the County and of course tax payers.

What's odd is I've had this happen in the past as well with other bids. Every time a company know as Prestige is second bidder to Lawn Wizard the award never happens and Prestige continues to provide services.

These are (2) current bids that you should review.

Airport Grounds maintenance Bid # Z1301710B1 (Bid ended January 7, 2015) Services still being provided on an extension by Prestige at a higher rate.

Canal Bank maintenance Bid # Y1282704B1 (Bid ended November 19, 2014) Services still being provided on an extension by Prestige at a higher rate.

Grounds Maintenance Bid # P1229802B1 (Bid ended May 7, 2014) Sometime in late 2014 early 2015 the County issued a "Rejection Of All Bids" Services still being provided by Prestige without a contract at a higher rate. In addition Prestige subs out most of the work to another contractor.

2/23/2016
There's more.
Something's wrong here.

Sincerely

John Longo

Lawn Wizard USA
4406 NE 6 Ave
Oakland Park, FL 33334
Tel: 954-946-5223
Fax: 954-946-4769
john@lawnwizardusa.com

OUR FIRM STRONGLY ENCOURAGES SUBMISSION OF BID PROPOSALS BY SMALL, DISADVANTAGED, MINORITY,
VETERAN AND
WOMEN-OWNED SUBCONTRACTORS AND SUPPLIERS

Lawn Wizard - Water Wizard - Rust Wizard

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ENCOURAGING EMPLOYMENT OPPORTUNITIES FOR THE ECONOMICALLY DISADVANTAGED AND HARD TO HIRE

June 12, 2015

Broward County Purchasing Division
115 S. Andrews Ave.
Fort Lauderdale, Florida 33301-1801

Re: Broward County Contract No. E1189001B1
Grounds Maintenance Services

NOTICE OF NON-PAYMENT

To all concerned

Pursuant to; Broward County Contract No: E118900B1 Paragraph 10, “PAYMENT”. (attached copy).

Broward County is in violation of Florida Statutes, Section 218.7, Florida Prompt Payment Act and the Broward County Prompt Payment Ordinance (No. 89-49).

Demand is made for immediate payment of all services provided.

John Longo

Lawn Wizard USA
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 866-928-3720
Fax: 954-946-4769
john@lawnwizardusa.com

OUR FIRM STRONGLY ENCOURAGES SUBMISSION OF BID PROPOSALS BY SMALL, DISADVANTAGED, MINORITY, VETERAN AND WOMEN-OWNED SUBCONTRACTORS AND SUPPLIERS
Creating Jobs

Since 1996

We Are Small Business America

Check out our web site  www.wizardservicesusa.com

Commissioner LaMarca

Our company has been in business since 1996 providing professional, quality services with integrity.

I have attached a list of some of our clients for your review.

We still maintain a business relationship with many clients since we started our business.

I'm sending this so there would be no doubt we are a good company with a dedicated staff.

Thank you

Maria I. Longo
President

Wizard Services
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 954-946-5223
WIZARD SERVICES

Water Wizard-Lawn Wizard-Rust Wizard

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REFERENCES

City Of Dania
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

Dominick Orlando, Director Of Public Services 954-924-3740
dorlando@ci.dania-beach.fl.us

City Of Oakland Park
3650 NE 12th Ave.
Oakland Park, Florida 33334

Charles Livio 954-630-4511
charlesl@oaklandpark.gov

City Of Delray
100 NW 1st Ave.
Delray Beach, Florida 33444

Tim Simmons, Superintendent 561-243-7258
simmons@mtdelraybeach.com

Town Of Lantana
50 W Pine Street
Lantana, Florida 33462

Frank Patterson, Superintendant 561-540-5764
patterson@lantana.org

City Of Fort Lauderdale
1350 W. Broward Boulevard
Fort Lauderdale, Florida 33312

Mark Almy, Parks Supervisor 954-828-5869
malmy@fortlauderdale.gov
Florida Department of Transportation, District 4
Office of Modal Development
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309

Daniel J. Tessoff, Railroad Specialist 954-777-4484 Cell 248.470.4670
Daniel.Tessoff@dot.state.fl.us // www.dot.state.fl.us

Marlin Engineering
2191 NW 97th Ave
Doral, Florida 33172

John Cawthray, Senior Rail Road Specialist 305-477-7575
jcawthray@marlinengineering.com

Broward County Water & Waste Water
115 S. Andrews Ave.
Fort Lauderdale, Florida 33301

Dan Tannuzzi 954-218-9206
dtannuzzi@broward.org

City Of Deerfield Beach Housing Authority
412 SW 2nd Street
Deerfield Beach, Florida 33401

Dr. Nadine Jarmon, Executive Director 954-428-0678
njarmon@dbhaonline.org

Broward County Contractor Licensing & Enforcement
Permitting Licensing and Consumer Protection Division
Environmental Protection and Growth Management
1 North University Drive
Plantation, Florida 33324

Joy Ganaishlal, 954-765-4400 ext. 9371
jganaishlal@broward.org

City Of Hollywood
Public Works
1600 S. Park Road
Hollywood , Florida

Dave McNulty 954-967-4220
DMcNulty@hollywoodfl.org
City Of Hollywood
Public Works
1600 S. Park Road
Hollywood, Florida

William Vulpis 954-967-4220 954-967-4626
wvulpis@hollywood.org

Broward Center for the Performing Arts
201 SW 5th Ave
Fort Lauderdale, Florida 33312

Roman Rustia 954-765-5807
rrustia@browardcenter.org

Broward College
1000 Coconut Creek Blvd.
Coconut Creek, Florida 33066

Laura Ozment 954-235-0499
lozment@broward.edu

Broward College
3501 SW Davie Road
Davie, Florida 33314

Sean Devaney
mailto:sdevaney@broward.edu

Swift Management Solutions
1750 University Drive, Suite 205
Coral Springs, Florida 33071

Chuck Swift 954-341-6340

J&L Property Management
10191 W Sample Rd
Coral Springs, FL 33065

Arlene Barnett 954-868-5459
Arlene@jlpropertymgmt.com
Notice of Non-compliance with Contract Requirements

DATE: June 5, 2015
FROM: Scott Campbell - Director - Facilities Management Division
TO: LAWN WIZARD USA INC
Sent via: Certified Mail and E-mail
to: john@waterwizardusa.com
RE: Broward County Service Contract No.: E1189001B1
Title: Grounds Maintenance Services

The following deficiencies relative to you providing goods and/or services under the above referenced contract/purchase order/service contract require your immediate attention. A response to this notice is required within five (5) business days of receipt to avoid additional action by the County. Please be advised that this notice, and your response, will become a permanent part of your Broward County Vendor file and may be used as a basis for determining your eligibility to continue as a Broward County vendor. Your prompt response to this notice, and your action to correct the identified deficiencies, is appreciated. Please direct your response, and any questions, to: Howard Wright, hwright@broward.org, Phone: (954) 357 6424, Fax: (954) 357 5758

<table>
<thead>
<tr>
<th>NATURE OF DEFICIENCY/NON-COMPLIANCE</th>
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<tbody>
<tr>
<td>Failure to meet specifications</td>
<td>Failure to replace damaged goods</td>
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<tr>
<td>Unauthorized substitution</td>
<td>Slow replacement of damaged goods</td>
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<tr>
<td>Poor product quality</td>
<td>Failure to pick up incorrect shipment</td>
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<tr>
<td>Poor product performance</td>
<td>Failure to respond to letter or phone call</td>
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<tr>
<td>Unauthorized delivery (Order not issued)</td>
<td>Failure to notify County concerning manufacturer discontinuation</td>
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<tr>
<td>Improper method of delivery</td>
<td>Poor customer service</td>
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<tr>
<td>Unsatisfactory delivery time</td>
<td>Failure to supply Certificate of Insurance</td>
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<td>Delivery made to wrong destination</td>
<td>Failure to supply Performance/Payment guaranty</td>
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<tr>
<td>Failure to deliver</td>
<td>Unsatisfactory installation</td>
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<tr>
<td>Failure to identify shipments per contract terms</td>
<td>Service not performed to specifications or by qualified technician</td>
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<tr>
<td>Short weight or count (Quantity delivered less than Order)</td>
<td>Failed inspection/delivered in damaged condition</td>
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<tr>
<td>Quantity delivered in excess of Order</td>
<td>Repair parts unavailable or Repair not completed in time specified</td>
</tr>
<tr>
<td>Vendor shipped incorrect merchandise</td>
<td>Warranty not honored/insufficient warranty work</td>
</tr>
<tr>
<td>Improper product packaging</td>
<td>Incorrect invoice(s)</td>
</tr>
<tr>
<td>Failure to follow palletizing instructions</td>
<td>Other</td>
</tr>
</tbody>
</table>

DESCRIPTION OF DEFICIENCY / REQUIRED CORRECTIVE ACTION (attach additional pages if necessary):
Please see attached.

Vendor response (attach additional pages if necessary):

SEE ATTACHED
Good afternoon,

FYI – Please be advised that Broward County is transitioning to a new purchasing and financial management system. See notice below.

To ensure payment of all outstanding invoices for the month of February 2016 and prior, please submit your invoices directly to fmdpayables@broward.org no later than 4pm Tuesday, March 15, 2016

Thank you!

**Notice to Broward County Suppliers and Customers**

Broward County is launching a new purchasing and financial management system on April 4 that will enhance your experience doing business with us! Beginning March 25, 2016, all vendors that supply the County with goods and services must mail their invoices to Broward County Commission, P.O. Box 14740, Fort Lauderdale, FL 33302-4741, Attn: Accounts Payable, or email them to AccountsPayable@Broward.org. Suppliers for any County construction project must also send a copy of their invoices, with any supporting documents, to the agency responsible for the project. The new system streamlines the accounts payable process and will result in faster, more efficient payments to suppliers. Customers of Broward County will also benefit from standardized invoices and a convenient new way to view and pay bills online. Watch for details, coming soon! In the meantime, suppliers are encouraged to get all February invoices that are payable in March, in as quickly as possible, to avoid payment delays during the week of the launch.

**Roshanda M. Paige**
Contract/Grant Administrator
CREATING JOBS
SINCE 1996
WE ARE SMALL BUSINESS AMERICA

CHECK OUT OUR WEB SITE  www.wizardservicesusa.com

Edgar

Review the completion reports from March and you will see many inconsistencies.
I had concerns about this being an issue in the past and brought it to every ones attention. (see attached)
Kindly, correct your reports so we can be paid for our services in a timely manor.
We value your business and are committed to exceeding your expectations for quality and service.
Please contact me whenever I may be of assistance.

Questions, service
I'm always available

Thank you,
OUR FIRM STRONGLY ENCOURAGES SUBMISSION OF BID PROPOSALS BY SMALL, DISADVANTAGED, MINORITY, VETERAN AND WOMEN-OWNED SUBCONTRACTORS AND SUPPLIERS

Lawn Wizard - Water Wizard - Rust Wizard

This message including attachments contains information that may be confidential and/or proprietary information. The information is intended solely for the use of the addressee. If you are not the addressee, your disclosure, copying, distribution or use of the contents of this message, and/or any attachments thereto, is strictly prohibited. If this message has been sent to you in error, please notify the sender by return e-mail and delete this message.
The attached is inaccurate.

If were going to produce this on a daily basis it should be done properly.

Kindly, review.

-----Original Message-----
From: fmd@broward.org [mailto:fmd@broward.org]
Sent: Friday, March 27, 2015 7:00 AM
To: hwright@broward.org; esampedro@broward.org; dmealy@broward.org; prandall@broward.org; rpaige@broward.org; john@waterwizardusa.com; projectmanager@lawnwizardusa.com; cheri@wizardservicesusa.com
Subject: Landscape Inspection Report

Attached is the Daily Landscape Inspection Report
John:
I agree with you totally.

Paula & Edgar:
Please get this report right once and for all. Please be guided accordingly. Regards.

-----Original Message-----
From: Wizard Services [mailto:john@lawnwizardusa.com]
Sent: Friday, March 27, 2015 10:13 AM
To: FMD; Wright, Howard; Sampedro, Edgar; Mealy, Dean; Randall, Paula; Paige, Roshanda;
cheri@wizardservicesusa.com
Cc: dwayne@lawnwizardusa.com
Subject: RE: Landscape Inspection Report

The attached is inaccurate.

If were going to produce this on a daily basis it should be done properly.

Kindly, review.

-----Original Message-----
From: fmd@broward.org [mailto:fmd@broward.org]
Sent: Friday, March 27, 2015 7:00 AM
To: hwright@broward.org; esampedro@broward.org; dmealy@broward.org; prandall@broward.org;
rpaige@broward.org; john@waterwizardusa.com; projectmanager@lawnwizardusa.com;
cheri@wizardservicesusa.com
Subject: Landscape Inspection Report

Attached is the Daily Landscape Inspection Report

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.
Wizard Services

From: Wizard Services [john@lawnwizardusa.com]
Sent: Monday, June 08, 2015 1:23 PM
To: 'Smith, Timothy'
Cc: 'dwayne@lawnwizardusa.com'; 'cheri@wizardservicesusa.com'
Subject: QUALIFICATIONS

ENCOURAGING EMPLOYMENT OPPORTUNITIES FOR THE ECONOMICALLY
DISADVANTAGED AND HARD TO HIRE

CHECK OUT OUR WEB SITE www.wizardservicesusa.com

Timothy Smith

In response to your self serving letter you sent to Ian Mitchell. (Below)

You have no qualifications for the position you hold.

As a tax paying citizen I'm appalled that Broward County is wasting tax payer dollars.

The vendor is a professional. The vendor conducts themselves in a professional manor.

The vendor needs to be paid for services provided.

You Mr. Smith have zero qualifications in this field and therefore can not qualify as a professional in this field.

Working at American Express doesn't qualify you for this position.

I suggest that Broward County hire someone who has the proper credentials to maintain this position.

John Longo

Lawn Wizard USA
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 866-928-3720
Fax: 954-946-4769
john@lawnwizardusa.com
OUR FIRM STRONGLY ENCOURAGES SUBMISSION OF BID PROPOSALS BY SMALL, DISADVANTAGED, MINORITY, VETERAN AND WOMEN-OWNED SUBCONTRACTORS AND SUPPLIERS

Lawn Wizard - Water Wizard - Rust Wizard

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Mitchell, Ian

From: Smith, Timothy
Sent: Tuesday, May 12, 2015 7:46 AM
To: Mitchell, Ian
Subject: Re: Landscape Inspection Report IAN

Ian,

These bullying emails need to be addressed by the county. They are damaging, attacking, nonproductive and contain inaccurate information.

You asked me to share my work experience in the meeting, the vendor now continues to negatively reference my qualifications in emails to the county.

I conduct myself in a professional manner and so should the vendor. The vendor is to adhere to contract and conduct themselves in a professional manner at all times.

Please advise on how the county will go forward.

Sincerely
Tim Smith
ENCOURAGING EMPLOYMENT OPPORTUNITIES FOR THE ECONOMICALLY
DISADVANTAGED AND HARD TO HIRE

Re: Lawn Wizard USA, Inc. response to NOTICE OF NON-COMPLIANCE dated May 6, 2015.

As directed a response is not due until a certified USPS mail letter is received. A certified USPS
certified letter was never received.

Timothy Smith your “LANDSCAPE INSPECTOR” a/k/a “PROPERTY MANAGER ASSISTANT”
has ZERO experience in the landscape business.

This is the cause for delays.

Timothy Smith finds every job “UNSATISFACTORY”.

He’s influenced by his superiors in this new position.

Our management staff at Lawn Wizard USA each have between 4 to 25 years each in the landscape
profession. Many of our staff consists of economically disadvantaged and hard to hire. Maybe you
missed out on County Commissioners encouraging this program?

We don’t work for FREE.

John Longo
Lawn Wizard USA
To all concerned

Attached Pursuant to; Broward County Contract No: E118900B1 Paragraph 10, “PAYMENT” is our Notice to Broward County of Non-Payment and outstanding past due invoices in the amount of $ 9,510.63. This does not include invoices which have not gone beyond (30) days late.

When can we expect payment for past due invoices?

Non-payment is detrimental to jobs, the health of company as well as numerous other detrimental issues.

Thank you for giving us the opportunity to service your property. We appreciate your business and the confidence you have placed in us.

We value your business and are committed to exceeding your expectations for quality and service.

Please contact me whenever I may be of assistance.

Questions, service
I'm always available

John Longo

Lawn Wizard USA
OUR FIRM STRONGLY ENCOURAGES SUBMISSION OF BID PROPOSALS BY SMALL, DISADVANTAGED, MINORITY, VETERAN AND WOMEN-OWNED SUBCONTRACTORS AND SUPPLIERS

Lawn Wizard - Water Wizard - Rust Wizard

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ENCOURAGING EMPLOYMENT OPPORTUNITIES FOR THE ECONOMICALLY DISADVANTAGED AND HARD TO HIRE

Re: Response: Broward County Notice Of Non-Compliance dated June 5, 2015

1. Failure to meet specifications:
A. Boston and Wart Ferns cut down with fish line. These are not hedges/shrubs and should not have been cut.

B. Despite numerous notifications telling the vendor not to use dumpsters the dumpsters are being repeatedly used at various sites to dump trash and vegetative waste. Per the contract all trash is to be removed off site.

Pursuant to section IX. SCHEDULED ROUTINE GROUNDS MAINTENANCE, A. Mowing Services, item 1, states:
"Grass shall be mowed at the specified job site and public right-of-way between the property and the adjacent street (if applicable). Cuttings shall be removed from the property and neighboring sidewalks, driveways and streets. Fish line and string trimming may be required and are included in the mowing services."

Pursuant to section IX. SCHEDULED ROUTINE GROUNDS MAINTENANCE, A. Mowing Services, Item 6, states:
"Contractor shall clear all trash, litter and debris from the site before and after performing services at County sites. This service should be included in the proposed pricing for each location."

C. Fish line is being used on weeds; this was done at mosquito control, please see attached pictures.
Pursuant to section B. Weeding Services, paragraph 2 states:
"Contractor shall weed and clean all planters, plant bed areas, hedges and areas around all trees, poles or any other objects within in the site boundary lines. Contractor shall also remove all weeds from paved surfaces, paver surfaces, sidewalks and all decorative hardscapes. It is the Contractor responsibility to ensure that all locations are free of weeds. Fish line trimming is not allowed for weed control."

......Weed killer is to be used and per contract vendor is to have weeds under control even if vendor needs to service an area more than twice a month at no additional cost to the county.
1. Failure to meet specification: Specification have been met. Broward County needs to have inspections completed by someone with the proper credentials.

A) They were cut at the direction of the “LANDSCAPE INSPECTOR”

B) Lawn Wizard can-not be held accountable for the use of dumpsters. Dumpsters are not secured and may be utilized by anyone including Broward County personal. All turf areas are cut in accordance with the contract. All trash and debris are removed in accordance with the contract.

C) Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager did not know what Herbicide was and failed our jobs for not removing weeds. All areas were being sprayed with Herbicide containing blue dye. Weeds were removed mechanically so we would pass inspection. Lawn Wizard should not be held accountable for the lack of knowledge and experience of County employees.

2. Service not performed to specifications or by qualified technician:

A. Poor performance on trimming hedges at fire stations 106 and 32. Hedges were butchered.

B. At the Judges Temporary Parking lot, fish line was used to cut grass to 1” or less resulting in grass being burned by sun.

C. At the front of the Public Safety Building, parts of new sod damaged from cutting grass too low.

Pursuant to section IX. SCHEDULED ROUTINE GROUNDS MAINTENANCE, A. Mowing Services, Item 2, states:

“Grass shall be mowed to a height of 3 to 3.5 inches. Turf areas shall be maintained in a healthy, green, growing, trim condition. Mowing, edging and trimming shall be performed to provide a smooth appearance without scalping or leaving grass uncut. Mowing shall not be performed when conditions may cause damage to turf.”

2. Services not performed to specifications by qualified technician: Our management staff each have between 4 to 25 years each in the landscape profession. Many of our staff consists of economically disadvantaged and hard to hire. Maybe you missed out on County Commissioners encouraging this program?

Timothy Smith your “LANDSCAPE INSPECTOR” a/k/a “PROPERTY MANAGER ASSISTANT “ has ZERO experience in the landscape business.

A) Hedges were cut beyond the level of trimming. When this is done hedges will have that look. In many cases a trimmer can not be used because the thickness of the branch requires a chain saw or other type cutter. The lack of experience of Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager is the issue here. In addition, hedge reductions are not classified as trimming. So Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager failed the job because of his lack of experience. Lawn Wizard should not be held accountable for the lack of knowledge and experience of County employees.
B) There are some areas in the judges paring lot that are not accessible with large machines and other methods are utilized to perform the services. Mostly these areas are created from poor design or following code requirements. Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager failed the job due his lack of experience. Lawn Wizard should not be held accountable for the lack of knowledge and experience of County employees.

C) Our machines are adjusted to cut the turf at the required heights. There are changes in grading everywhere on every property. Measuring the height of the turf with a tape measure is not an acceptable practice of a trained professional. It’s the over all cut that we look at. Minor issues can not be avoided. Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager lacks experience. If he had experienced cutting with a commercial mower he would know why certain issues occur. Lawn Wizard should not be held accountable for the lack of knowledge and experience of County employees.

3. Unsatisfactory Delivery Time
Requested mulch and fertilizer services have not been performed in timely manner. With regards to weed and feed for St Augustine grass it may be too late to apply because of temperature requirements when applying.

Pursuant to section IV. PURCHASE ORDERS, item C, states:

“We will honor all reasonable requests for schedule changes, provided such changes are made in writing and in a timely manner. Failure to provide adequate notice may result in additional costs to the Contractor. If the Contractor failure to perform the service within 30 days of the scheduled date, the Contractor will be subject to penalties as determined by the County. The Contractor will be required to complete all work within 30 days of the scheduled date or be subject to termination of the contract.”

3. Unsatisfactory delivery time: Pay us for the services we provide
Prior to Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager we were working with Edgar Sampedro. Edgar and our staff had agreed on a schedule for the performance of fertilization and mulching. Tim Smith refused to make him self available to meet with Lawn Wizard staff to discuss ongoing services after Edgar Sampedro left the position and Timothy Smith took over.

In addition, we have not been paid for the areas we did mulch and fertilize while Edgar Sampedro was coordinating the work. Months after the work was completed Timothy Smith wants us to return and do additional work before we can be paid for the work we did months ago.

4. Customer Services
Poor customer service, please see emails attached.

4. Customer Services: When your not paid for services performed you will deal with collection not customer service. Clients who pay get treated differently.

Timothy Smith “LANDSCAPE INSPECTOR” a/k/a Assistant Property manager lacks experience.

Lawn Wizard should not be held accountable for the lack of knowledge and experience of County employees. Pay us for the services we provide
5. Health and Safety
Vendor not wearing safety devices such as ear or eye protection.

Pursuant to section V. CONTRACTOR QUALIFICATIONS AND RESPONSIBILITIES, item L, states:
"Contractor shall provide and require the wearing of protective clothing and equipment as required by applicable laws, regulations, ordinances and manufacturer recommendations."

5. Health and Safety
Lawn Wizard follows OSHA standards.
OSHA has recently inspected our facility and worked with our men in the field. It was determined we are in compliance with OSHA regulations.

Our crews can not be monitored by the minute.

Our crews are all supplied with the proper equipment. Supervisors are looking for non-compliance employees. If and when discovered a Disciplinary report is written. After (3) reports an employee is reviewed and either suspended or dismissed from employment.

Having the ability to read a contract does not give anyone the experience it takes to understand the landscape industry. Partially, due to this mindset Lawn Wizard is being treated in a manor detrimental to its business health.

I haven't the slightest idea where or what the photos attached to the “NOTICE OF NON COMPLIANCE” describe. Therefore I will not address the content of the photos.

John Longo
Lawn Wizard USA
4406 NE 6 Ave
Oakland Park, Fl 33334
Tel: 866-928-3720
Fax: 954-946-4769
john@lawnwizardusa.com

Review
ATTACHMENTS
(3) Below
In addition email attachments