

**CITY OF DETROIT
OFFICE OF INSPECTOR GENERAL**

Ellen Ha, Esq.
Inspector General

REQUEST TO INITIATE ACTION MEMO

DATE: 3/31/2021

TO: Ellen Ha, Esq.
Inspector General

Approved:



FROM: Beverly Murray
Forensic Auditor

CASE NAME: Flowbird Corp. FRC Meeting (MPD Interaction)
OIG # 20-0015-INV
COMPLAINANT INFORMATION: Anonymous

I. Executive Summary

Pursuant to the 2012 Charter of the City of Detroit (the Charter) and the Office of Inspector General (OIG)'s Administrative Hearing Rules (Hearing Rules), the OIG issued its draft memorandum to Keith Hutchings, Director of Municipal Parking Department (MPD) and Tyrone Clifton, Director of Detroit Building Authority (DBA) on March 16, 2021. The purpose of sharing a draft copy, under the Charter, is to provide the parties affected by the draft memorandum an opportunity to respond with new or additional evidence to correct any error or misrepresentation of facts, if any, in the draft memorandum.

In accordance with the OIG's Hearing Rules, MPD and DBA were to provide either a written response and/or request an administrative hearing by the close of business on March 30, 2021. The DBA did not provide a written response or request an administrative hearing. The MPD, through Mr. Hutchings, provided a written response on March 25, 2021. Mr. Hutchings response essentially states that because the allegations in the complaint were not substantiated through our investigation, the OIG should only state that and close the file.

However, it is important to note the Charter provides the Inspector General the power to investigate "in order to detect and prevent waste, abuse, fraud and corruption" in section 7.5-306(1). This means the Inspector General is not limited to issuing a memorandum or a report only when such allegations are substantiated through the investigation, but also identify vulnerabilities that could make the City susceptible if exploited. This memorandum is a clear example of the OIG providing recommendations

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as a preventative measure. While the OIG was not able to substantiate the allegations of the complaint, the recommendations are based on vulnerabilities identified by the OIG that, if not corrected, could allow fraud, abuse waste or corruption to prevail in the procurement process.

Questions have been raised whether it is appropriate for the OIG to make recommendations when the initial allegations of the complaint are unsubstantiated. The OIG staff is trained and certified on matters concerning fraud, abuse, waste and corruption, including identifying ways to deter and prevent these actions. If the OIG only issued reports or recommendations when allegations of fraud, abuse, waste and corruption were confirmed, that would limit role of the OIG to a reviewer after the fact only, instead of being proactive in prevention, which is inconsistent with the true mission of the OIG.

Therefore, in order to fully comply with the purpose stated in the Charter, the OIG is required to identify gaps in established policies and procedures that could lead to fraud, abuse, waste and corruption, and make recommendations based on our assessment. However, the final decision on whether or not to implement the recommendations lies with the policy makers. It is their role to evaluate the recommendations and determine if the recommendations are reasonable for their operations.

II. Recommendation

The OIG was not able to substantiate the allegation that the City of Detroit Municipal Parking Department (MPD) Director Keith Hutchings steered the contract for the ParkDetroit Application (the App) to Cale America, Inc. dba Flowbird (Flowbird). However, the OIG has discovered Flowbird’s role in the procurement process led other vendors to question if the process was fair to all bidders¹. For this reason, the OIG is recommending the following:

- Rebid the Flowbird contract using a procurement process free from the appearance of preferential treatment;
- Update procurement policies to prevent actions that could be viewed as preferential treatment;
- Standardize actions prohibited in the Office of Contracting and Procurement’s (OCP) policies with the procurement policies in agencies that have their own procurement process; and
- Annual training for all employees involved in the procurement process.

¹ The OIG made this determination based on the review of the pre-bid questions submitted by the vendors as well information obtained through the OIG’s confidential interviews with others involved in the process including City of Detroit employees and another vendor who bid on the RFQ.

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III. Basic Facts

On September 15, 2014, the Detroit Building Authority (DBA) posted a Request for Proposals (RFP) for new parking meters for MPD. Through the RFP, DBA intended to find a vendor to provide a complete parking system, including parking meters with multi-space capabilities, pay by license plate, and 3rd party integration of pay-by-phone technologies.²

DBA received several responses to the RFP. The OIG focused on the response from the vendor selected, Flowbird. In response to the RFP, Flowbird indicated it would provide the parking meters and was working with the following vendors for other aspects of the RFP:

- Gtechna for License Plate Recognition (LPR)
- Passport Parking (Passport) for mobile parking payment
- Streetline for Vehicle Sensing Technology

In addition to the parking meters portion of the RFP, vendors also submitted separate bids for the LPR and mobile parking payment application.

On January 15, 2015, DBA entered into a contract with Flowbird, then known as Cale America, Inc., to “purchase and install new parking meters, license plate recognition equipment and mobile parking pay by phone applications.”³ Flowbird entered into a subcontracting agreement with Portable Computer Systems (PCS) to provide LPR services and an agreement with Passport to provide mobile payment services. PCS is one of the vendors that responded to the LPR portion of the RFP. Passport not only submitted a response with Flowbird, but also submitted a separate response to the RFP for the mobile parking payments. The contract had an expiration date of July 31, 2019.

On July 7, 2015, Passport entered into a separate agreement with MPD regarding private label specifications and fees associated with the App. However, Passport was still the subcontractor under Flowbird’s contract for the duration of the contract term.

On April 18, 2019, MPD and DBA entered into a \$4.5 million funding agreement to manage “the capital improvements and related services for the purchasing and installing additional parking meters, software and hardware upgrades, app upgrades, and sign costs for the Multi-Spaced Parking Meter Expansion project.”⁴ This funding agreement gave DBA the authority to manage the project, including securing a contractor for the project and reviewing all progress and inspections. City Council approved the funding agreement on September 10, 2019.

² Construction Services Agreement between Cale America, Inc. and DBA effective January 15, 2015.

³ Construction Services Agreement between Cale America, Inc. and DBA effective January 15, 2015.

⁴ 2019 funding agreement for the Multi-Spaced Parking Meter Expansion Project between MPD and DBA.

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Prior to City Council approving the funding agreement, the City communicated with Flowbird its desire to upgrade the App. DBA solicited qualifications in a RFQ dated January 11, 2019. Flowbird distributed the RFQ on its own letterhead and stated Flowbird was releasing the RFQ “to determine if this service would be best performed by Flowbird or by a third-party source.”⁵ In an interview with the OIG, DBA⁶ stated the Flowbird distributed the RFQ because the company was the prime contractor. Mr. Hutchings further stated in his interview⁷ that allowing Flowbird to solicit bids for the RFQ opened the process up to additional bidders who might not have been aware of the bid if it was only posted through the normal City process.

DBA’s Board of Commissioners approved Flowbird’s contract on June 20, 2019. The contract had an effective date of January 1, 2020 and a term of 3 years. The contract covered upgrades to existing parking meters, parking meter payments, mobile payment application with capability to provide real-time parking availability, pricing and site location for all public/private parking structures, and the ability to purchase parking directly through the App.⁸ The 2020 contract seems to be similar in nature to Flowbird’s initial contract in 2015, except Flowbird is no longer subcontracting the mobile payment application to Passport. PCS, now known as Route 1, will still provide the LPR services for the 2020 contract.

IV. Discussion

On July 29, 2020, the OIG received an anonymous complaint alleging the procurement process for a new contract to upgrade to the ParkDetroit Mobile Payment Application was not proper. The complaint alleged the following:

- MPD Director Hutchings had secret meetings with Flowbird to ensure that Flowbird would secure the new 3 year contract to produce the App, because Mr. Hutchings was unhappy with Passport, the current provider; and
- Mr. Hutchings worked with Flowbird to develop the new App, prior to a contract being approved.

The first allegation appears to stem from confusion over the role of Passport as the App provider for Flowbird. While Passport did provide services for the App, Passport was working as a subcontractor of Flowbird⁹ at the time. DBA stated in several communications with the OIG that Flowbird was the prime contractor. In an interview

⁵ Request for Qualifications for the Mobile Payment Application Upgrade dated January 11, 2019.

⁶ OIG Interview with DBA Director Tyrone Clifton on October 29, 2020.

⁷ OIG interview with MPD Director Keith Hutchings on November 16, 2020.

⁸ Parking App Contract between DBA and Cale America Inc. dba Flowbird effective January 1, 2020.

⁹ Subcontracting agreement between Passport Parking, Inc. and Cale America, Inc. dated April 28, 2015.

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with MPD Director Hutchings¹⁰, he did not express any frustration with Passport as a service provider.

Based on OIG’s investigation, Flowbird has been under contract with MPD since 2015 and was the prime contractor for the parking upgrades, including the App. Therefore, meetings between Flowbird and MPD do not appear to be improper on the surface. However, the OIG discovered an email exchange between Mr. Hutchings and Arrive, another mobile parking payment provider that led to a meeting between the City, Arrive and Flowbird during the RFQ process.

On January 14, 2019, Mr. Hutchings had an email exchange with Arrive. The document¹¹ attached to the email outlined how Arrive would collect revenue from private partners like Ticketmaster,¹² connected car applications,¹³ and private parking lots, and how the revenue would be settled monthly with the ParkDetroit App. Arrive created the above-referenced document at the request of Mr. Hutchings.

After the email exchange, a meeting titled ParkDetroit Application Upgrade Infrastructure Discussion was set up for January 23, 2019 between Mr. Hutchings and representatives from Arrive and Flowbird to discuss the ParkDetroit application.¹⁴ Flowbird partnered with Arrive before submitting their response to the RFQ. While other vendors also partnered with Arrive, only Flowbird’s response specifically named some of the private lot partners with whom MPD wanted to work, like Bedrock and Olympia that were not included in the RFQ, but were included in the document Arrive provided to MPD raising concerns information was shared with Flowbird that was not available to other vendors.

The City of Detroit’s Standard Operating Procedure (SOP) Manual for OCP states, “Communication between bidders and the City is prohibited except with the established City of Detroit point of contract and in the course of conducting normal business with the City.¹⁵” DBA conducted the RFQ process, and does not have the same prohibition on communication in their procurement policy. .

In a second interview with the OIG, Mr. Hutchings¹⁶ stated that a meeting between Arrive and Flowbird to discuss the App would not have occurred until Flowbird was selected as the App provider with a Notice to Proceed. However, Mr. Hutchings

¹⁰ OIG interview with MPD Director Keith Hutchings on November 16, 2020.

¹¹ ParkDetroit Off Street Merchandising and Revenue Settlement Outline.

¹² Ticketmaster allows the customer to purchase parking for special events.

¹³ Allows the customer to purchase parking through connected car applications.

¹⁴ Based on the review of K. Hutchings calendar that included a meeting with representatives from MPD, Flowbird, Arrive and the Mark de la Vergne, Chief of Mobility Innovation for the City of Detroit.

¹⁵ City of Detroit Office of Contracting and Procurement Standard Operating Procedure Manual, August 2016 Edition, Chapter 3: Making a Purchase, Page 26.

¹⁶ OIG interview with MPD Director Keith Hutchings on March 3, 2021.

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stated several times in the interview he would need to review his notes and calendar to explain the reason for the meeting on January 23, 2019. On March 4, 2021, Mr. Hutchings clarified his prior statement via an emailed letter. In the letter, Mr. Hutchings stated Mark de la Verge, Chief of Mobility Innovation for the City of Detroit, requested the meeting “in order to demonstrate a proof of concept and show that the services which would be potentially provided by Flowbird, Arrive, and Streetline would integrate, or fit, into a larger system for the Municipal Parking Department.” Mr. Hutchings further stated the meeting “was necessary to satisfy my direct supervisor that the integrated parking system which I had designed in theory would work in practice.” Mr. Hutchings made it clear the meeting was to demonstrate how the different systems would work together and not about the bid responses.

Mr. Hutchings made it clear the meeting in question had nothing to do with Flowbird’s RFQ response and was requested by his supervisor as a general demonstration of how the new system would work. However, the OIG understands how outside parties without the additional information provided by Mr. Hutchings could view the meeting as MPD giving Flowbird preferential treatment, since the meeting occurred in the middle of the RFQ process.

The meeting was scheduled one day after the pre-submittal meeting on January 23, 2019 and prior to the bid response due date of February 8, 2019. DBA’s Board of Commissioners did not approve Flowbird’s contract until June 20, 2019 followed by a Notice to Proceed dated October 16, 2019.

Mr. Hutchings also stated in a separate interview¹⁷ that he talked with Flowbird about the possible upgrades to the App, as well as with Passport and other payment providers prior to the new RFQ bid solicitation. Mr. Hutchings stated he had these conversations because MPD was attempting to design a new App with specialized features, and he needed input from the providers to determine if the planned changes were even possible.

Mr. Hutchings stated MPD wanted some specific upgrades for the App, including the ability to reserve a spot through the App and check the availability and pricing of private lots. However, the City’s procurement process has an established solicitation for obtaining this type of information through a Request for Information (RFI), which would have allowed Mr. Hutchings to receive general information about their products, services and capabilities from potential vendors.

During the pre-bid process, Park Mobile asked if the City had “discussions with Flowbird about the App and whether Flowbird had provided a scope of work¹⁸.” The

¹⁷ OIG interview with MPD Director Keith Hutchings on November 16, 2020.

¹⁸ RFQ Pre-Bid questions spreadsheet included in an email from James Canty to Tyrone Clifton, Darryl Young and Keith Hutchings dated January 29, 2019.

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answer to both questions was yes. Park Mobile also asked, “What City protocols will be followed to ensure that Flowbird does not have access to any proprietary materials included in the RFQ submission,¹⁹” since Flowbird distributed the RFQ but was also a competitor in the process. The questions raised by Park Mobile during the pre-bid process should have alerted DBA and MPD that other potential bidders had concerns about Flowbird’s role in the process.

In addition, Flowbird created a Pre-Submittal Agenda for a meeting held January 22, 2019 with prospective bidders. From the OIG’s review of the agenda, Flowbird was responsible for introductions, bidder questions/clarifications, deadline to receive written questions/responses, and closing the meeting. After the other bidders submitted pre-bid questions, Flowbird was responsible for distributing the answers to the other bidders, as well as answering some of the questions raised by other bidders.

There is evidence that MPD and DBA were trying to keep the process transparent. For example, the RFQ stated that Flowbird was trying to determine if they were the best option for the requested services, or if another provider would be a better option. In another example, when a potential bidder asked a question that required a response from Streetline, Mr. Hutchings made it clear Streetline should not share their response with “Flowbird or any other vendor to ensure that all parties receive the same information.²⁰” Mr. Hutchings wanted to ensure the established process of MPD collecting the responses to the questions and submitting the answers to all vendors was followed.

In an interview with the OIG, Mr. Clifton stated that it was proper for Flowbird, the prime contractor, to solicit the RFQ for a subcontractor.²¹ As outlined above, Flowbird was heavily involved in the process, working in tandem with representatives from DBA and MPD. The actions taken by Flowbird would not be as concerning if they were solely looking for a subcontractor. However, by providing a response to the RFQ, Flowbird became a competitor in the bidding process instead of a primary contractor looking for a subcontractor. As such, the OIG finds that Flowbird’s role in the bidding process gave other bidders the perception that Flowbird received preferential treatment and the procurement process was neither competitive nor fair.

The OIG understands that the prime contractor can select its own subcontractor. However, in this instance, Flowbird was not seeking a subcontractor for its existing contract. This was a new contract, and Flowbird was not looking to subcontract the App to another vendor, but competing against other vendors to retain the App contract themselves. Furthermore, when DBA approached Flowbird to distribute the RFQ, Flowbird expressed interest in bidding on the services themselves.²² It is at this point, in

¹⁹ *id*

²⁰ Email from K. Hutchings to Streetline dated January 23, 2019.

²¹ OIG Interview with DBA Director Tyrone Clifton on October 29, 2020.

²² OIG Interview with N. Snow and B. Reliquent of Flowbird on October 30, 2020.

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the interest of a fair and competitive bidding process, that DBA should have handled the RFQ themselves.

Based on the OIG's investigation, the OIG found no evidence to substantiate the allegation that Mr. Hutchings was attempting to pre-select a vendor or trying to use Flowbird to push out Passport. While Mr. Hutchings did meet with Flowbird, the OIG does not have sufficient evidence to conclude the meeting on January 23, 2019 was held in secret, or that the purpose of the meeting was to pre-select Flowbird as the vendor for the App. Flowbird was the prime contractor, and meetings with a prime contractor are not problematic if related to an ongoing contractual relationship. However, in this instance, Flowbird's role as a competitor in the process made their meetings with MPD and its involvement in the bidding process appear improper, as there is no way to know if MPD shared with Flowbird in these meetings that was not available to other bidders.

According to representatives from both Flowbird and DBA, Flowbird did not see the bids. The OIG attempted to confirm when Flowbird's bid was received, because if their bid was received after the other bids, it would raise concerns about bid information being shared. Unfortunately, based on information provided by the DBA, while there is a log of incoming mail, it doesn't specify the sender. Therefore, the OIG was not able to identify the order in which the bids were received. Even if Flowbird was not privy to the contents of the bids from other vendors, Flowbird's involvement in the bid process alone undermines a fair and competitive procurement process.

The second allegation is that Mr. Hutchings worked with Flowbird to develop the new App, prior to a contract being approved. While the new contract was not yet approved, Flowbird was still operating under its existing contract. The complaint did not specify when Mr. Hutchings began working with Flowbird to develop the App, or specifics on the type of work performed. The complaint was submitted anonymously, therefore, OIG was not able to obtain the additional information necessary to investigate the allegation.

V. Conclusion

In the interest of fairness and transparency, the OIG is recommending Flowbird's contract be rescinded and bid again. While the OIG does not have direct evidence that Flowbird was given a competitive advantage, the appearance of an improper procurement process can invite unnecessary suspicion from other vendors. For this reason, the OIG believes the best course of action is to start the bid process over, with only City of Detroit officials being involved with the creation and distribution of the bid solicitation as well evaluation of the bid responses.

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Furthermore, the OIG is recommending that OCP and DBA include in their procurement policies clear language that prohibits a vendor from both distributing the bid solicitation and bidding on the same solicitation. The language should further prohibit vendors who perform any services directly related to a potential bid, such as management, evaluation or consulting from bidding on the contract. In other words, a vendor whose services resulted in a bid solicitation cannot then submit a response to that solicitation.

As stated on Page 5 on this report, OCP's SOP prohibits communication between the bidders and city officials during a bidding process, with exceptions for the established City of Detroit point of contact and in the course of conducting normal business with the City²³. As such, the OIG is recommending bid solicitations should include language that notifies bidders of potential disqualification if they communicate with City officials outside of the established exceptions. The language should also include clear guidance on how bidders can submit a complaint if a city official initiates a discussion or contact.

This investigation also revealed there are different standards in place for agencies that do not use OCP for procurement. While OCP's procurement policy prohibits communication between the bidders and city officials during the bid solicitation process, DBA's policy does not include this prohibition. The OIG is recommending that DBA, and similar agencies with their own procurement policies, standardize their policies regarding prohibited activities during the procurement process.

The OIG is also recommending ongoing training by OCP, possibly annually, for those involved in the procurement process, making the parties aware of procurement policies as well as outlining actions prohibited under the process. The training should require an attestation from the attendees that they will comply with procurement policy.

The OIG understands that there may be an interest in bidding specific section of a contract to ensure the City is getting the best price for goods/services purchased. We also understand that the prime contractor might need to be involved in discussions that involve a subcontractor. For example, in this case, the awardee of the App contract would need to work with prime contractor's system. However, it is important in a competitive bidding process that the lines do not become blurred. If Flowbird was looking for a subcontractor, Flowbird should not have been allowed to bid. Conversely, if Flowbird was submitting a bid, Flowbird should not have had any role in the RFQ process.

²³ City of Detroit Office of Contracting and Procurement Standard Operating Procedure Manual, August 2016 Edition, Chapter 3: Making a Purchase, Page 26.

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Based on our review of records and interviews of various individuals, the OIG cannot substantiate the allegation that DBA or MPD gave Flowbird preferential treatment, or that any City officials involved in the process intended to undermine the procurement process in any way. However, as an oversight agency, we would be remiss if we did not point out the procurement process used for the App contract could easily be misunderstood or misinterpreted by other bidders as unfair. General conditions included with City of Detroit contracts state, “that procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity to all eligible bidders to participate.²⁴” Therefore, it is imperative that our procurement process can stand up to scrutiny where there is no appearance of conflicts of interest, favoritism or unfair competitive advantages. In this instance, Flowbird’s role in the RFQ process, as well as ongoing meetings and communication with City officials, undermined the process because it gave the appearance of preferential treatment, even if that was not the intent.

²⁴ Office of Contracting and Procurement General Conditions last updated April 7, 2017.



CITY OF DETROIT
MUNICIPAL PARKING DEPARTMENT

March 25, 2021

Director Ellen Ha
Office of Inspector General
65 Cadillac Square, Suite 3210
Detroit, MI 48226

Re: Flowbird Corp. FRC Meeting (MPD Interaction) OIG File # 20-0015-INV

Dear Inspector Ha:

Thank you for providing me the opportunity to respond your draft report (“Report”) in OIG Case # 20-0015-INV (referred to as “Request to Initiate Action Memo” for “Flowbird Corp. FRC Meeting (MPD Interaction),” before the Report’s publication. There are several parts of the Report that I disagree with, and I write this letter both to state a general objection and to call your attention to specific areas of concern.

General Objection – Report Moralizes Gratuitously

First, as a general proposition, the Report provides gratuitous opinion and commentary that goes beyond the mission assigned to the OIG by the City Charter. Charter Section 7.5-301 provides that your office is meant to “ensure honesty and integrity in City government by rooting out waste, abuse, fraud, and corruption.” On the first page, the Report concedes that you could not “substantiate the allegation that [I] steered the contract... to... Flowbird.” As such, the Report fulfilled its mission in the first sentence of the Report, and it should have ended there.

Charter Section 7.5-301 provides that your office is meant to “ensure honesty and integrity in City government by rooting out waste, abuse, fraud, and corruption.” On the first page, the Report concedes that you could not “substantiate the allegation that [I] steered the contract... to... Flowbird.” As such, the Report fulfilled the mission of your office in its first sentence, and the Report should have ended there. Given that no waste, abuse, fraud, and corruption were identified by the investigation, the editorial comment contained in the “Conclusion” section of your Report does not serve the proper purposes of your office. Those remarks are potentially damaging to my reputation and should be discarded.

Specific Concern #1 – Report finds No Impropriety but Suggests Improper Action

In the first numbered section, titled “Recommendation,” your Report indicates there were “deficiencies” in the way MPD handled the App contract and that these created “the appearance of an unfair procurement process.” Report at p 1. This statement is misleading and unjustified.



However, the Report does not identify anything that was missing from my handling of the App contract. Instead, the Report suggests it was inappropriate for me to meet with representatives of Flowbird and Arrive on January 23, 2019 in a proof of concept meeting (the “Meeting”) that I was ordered to arrange.

The Report’s criticism on this point is odd, because the Report concedes that the meeting “had nothing to do with Flowbird’s RFQ response.” See Report at p 5, 6. The Report finds no evidence of any attempt to give Flowbird an advantage in the bidding process. The Report identifies no means by which Flowbird’s bid was enhanced by the January 23, 2019 meeting. Moreover, the Report fails to explain how the Meeting could give the appearance of impropriety, especially when the Report identifies no actual impropriety. See esp. Report at p 6 (“...the OIG found no evidence to substantiate the allegation that Mr. Hutchings was attempting to pre-select a vendor or trying to use Flowbird to push out Passport.”)

Specific Concern #2 – Report Fails to Understand Nature of MPD Parking System

The Report indicates that the January 23, 2019 meeting was called for by Mark de la Vergne. Report at p 6. Nevertheless, the Report holds me responsible for arranging the meeting. Without indicating that Mr. de la Vergne or I were asked about the matter, the Report states that the proper way to demonstrate proof of the concept behind the App was to circulate a Request for Information (“RFI”). Report at p 5. To be fair, the Report should acknowledge (1) that Mr. de la Vergne required the Meeting, and (2) that it was impossible to demonstrate proof that MPD’s parking design would work through an RFI.

Specific Concern #3 – Report Gives Advice Outside OIG’s Scope and Area of Expertise

In the Conclusion section of the Report, you provide almost two pages of advice on the subject of how to conduct bidding and procurement. However, this is not something identified in the Charter as an appropriate subject for the OIG. Furthermore, your office lacks expertise in this area.

Without providing authority for the statement, the Reports asserts that procurement officers should have a policy prohibiting, “vendors who perform any services directly related to a potential bid, such as management, evaluation or consulting, from bidding on the contract. In other words, a vendor whose services resulted in a bid solicitation cannot then submit a response to that solicitation.” What is the basis for this statement? Did the anonymous complaint involve this issue? Is there a well-accepted standard that supports this position? Does the situation examined in the Report involve facts like those discussed in the overreaching recommendation?

Please consider my response carefully. Your investigation did not substantiate the allegations in the complaint. Given that, and the fact that no waste, abuse, fraud, or corruption was identified,



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I believe your Report should be a lot shorter. Furthermore, it is my expectation that your Report should be more careful about casting blame in my direction.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith Hutchings".

Keith Hutchings
Director, Municipal Parking Department

cc. L. Garcia, H. Berry

AFFIDAVIT OF Keith P. Hutchings

STATE OF MICHIGAN)

) ss.

COUNTY OF Wayne)

I, Keith Hutchings, affirm under oath that the factual statements made in the response to the OIG Draft Memorandum for Case No. 20-0015-INV are true to the best of my knowledge.

Signature: 

Printed Name: Keith P. Hutchings

Dated: 03/29/21

Subscribed before me on the 29th day of March, 2021

Signature 

Printed Name Nancy A. Goldpaugh

Notary public, State of Michigan, County of Wayne

My commission expires 8-4-2023

NANCY A. GOLDPAUGH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires August 4, 2023
Acting in the County of Wayne