CITY OF ATLANTA

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November 27, 2024

Inspector General Manigault
Office of Inspector General
City of Atlanta
185 Ted Turner Drive, SW
Atlanta, GA 30303

Via Email to:*skmanigault@atlantaga.gov*

Re: Response to November 21, 2024 OIG Referral Letter Regarding the Procurement of Accenture for Software Programs and Services for 311

Dear Inspector General Manigault:

Please accept this correspondence as the administration's consolidated response to your November 21, 2024, referral letter. In this letter, you conclude that Accenture's communications with the City violated the terms of that procurement, and that Accenture had a competitive advantage. You also concluded that City officials did not follow procedures to ensure that there was a level playing field for other bidders. You then recommend that the City should "cease using Accenture for any further work related to RFP-S-1230072".

In your correspondence you gave the City 30 days to respond to your referral letter. The City charter and your enabling legislation does not include any provision to enact arbitrary timelines upon the administration for such responses. After providing a timeframe for response, you also notified the administration that you would be submitting your report to the media after the holidays in advance of this timeline and advised that if the administration desired to have preliminary responses incorporated into your public report, that the same had to be provided to you immediately after the holidays. While the process you offer does not allow for an appropriate opportunity to respond and/or address any issues that might be identified, this response has been provided within six calendar days, to ensure that the administration's position is included in your public report.

In response to your November 21, 2024, referral letter, the administration finds it imperative to notify you of the numerous errors and misunderstandings of the application of the procurement code to RFI and RFP solicitations that have been identified. This response is provided in hope that you will revise your report and withdraw your recommendation to cease using Accenture for any further work related to RFP-S-1230072 as the report is unsupported by any factual accuracy and contains flawed legal analyses.

To enable you to make your revision, the following is a summary of the inaccuracies in the report and the law applicable to the points that you raised.

I. The Conclusion Is Wrong Due to a Flawed and Unprofessional Investigation.

1. **There is a misunderstanding of the purpose of an RFI in the procurement process.**
   a. A Request for Information, or RFI, is a procurement tool used to collect information about a potential service, program, product, or commodity from various vendors, industry experts, or community stakeholders. RFIs can capture valuable insights from these groups before a Request for Proposal (RFP) is issued to help close major information gaps without providing an unfair advantage to any given vendor in a future solicitation. (See Harvard Kennedy School Government Performance Lab | Procurement Excellence Network, "*How to Write an RFI That Vendors Want to Respond To*"). An RFI does not result in an award of a contract to a vendor.
   b. Since an RFI is merely a procurement tool, it is appropriately not listed as a method of source selection in the City's Procurement and Real Estate Code (see Section 2-1187); and as such, the Procurement Blackout Period Policy as set forth in authorized sourcing methods **do not apply** to RFI's. The applicability of such Blackout Period Policy on an RFI would defeat the very purpose of the RFI tool.
   c. Appropriately, what was applied to the RFI was not the Procurement Blackout Period Policy but rather was an instruction to responders to the RFI to limit communications pertaining to the RFI to and through DOP only. While this instruction is similar to the Procurement Blackout Period Policy in the very narrow respect of attempting to limit communications to and through DOP, the nature of an RFI does not lend itself to the same consequences of rendering an unfair or unlevel playing field on which to compete since there is nothing competitive about an RFI.
   d. It is clear that you were not concerned about the basic differences between the two processes, only what you could mischaracterize and leverage as an alleged violation.

2. **An erroneous conclusion was drawn about the nature and purpose of Accenture's participation with the Mayor's Transition Team.**

   a. Accenture served as a pro bono consulting partner on the S.A.F.E Streets subcommittee of the Mayor's Transition Team, a mission much broader than any procurement initiative.
   b. Accenture partnered with the S.A.F.E. Streets subcommittee to execute a community-centric approach to research, formulate, and recommend public safety policies to the Mayor to address the most pressing community issues

facing the City of Atlanta; not to develop a CRM for ATL311. (See Transition Report 2022).

c. In your hot pursuit to find a violation, it is clear that neither you, nor your team appropriately utilized the Transition Report 2022 – a readily available public resource that can be obtained from the City's website - to gain proper perspective. This is a link to the report for your reference, https://www.atlantaga.gov/home/showpublisheddocument/55098/637862183262870000.

d. The report failed to provide the other consulting firms that participated on a pro-bono basis with the Transition Team and reports including Deloitte, Slalom, EY, and Accenture. This can be found on page 9 of the Transition report.

3. **There was no recognition of the appropriateness of the leaders of the City conducting due diligence relating to existing technology before initiating procurement to add a new solution.**

a. In the discussion entitled Accenture and Microsoft Communications with City Staff Prior to RFI Public Advertisement (pages 5-10), as well as in your section entitled, Communications While RFI-S-1230013 was Active (pages 10-12), you conclude that communications with Microsoft and Accenture in May of 2022, and in June of 2022, were improper. This conclusion fails to recognize that Microsoft and its partners were and remain the City's enterprise technology vendors. As such, communications with these vendors were necessary to ensure that whatever technology tool being proposed in an RFI would be compatible with the City's existing technology infrastructure.

b. You seem unaware of the fact that Microsoft has joint venture partnerships with Accenture, Zammo and Avanade to help organizations with several technological initiatives that increase the sustainability of technology across the world. All of these organizations have a part in providing enterprise technology solutions to the City. A simple Google search could have revealed the relationship between these entities.

c. It is customary and indeed best practice to speak to enterprise technology vendors before seeking to bring in additional services to inform the City of potential compatibility and security issues, to increase the City's full understanding of additional technological needs, and to gain insight on potential cost savings to the City in the implementation and maintenance costs associated with a new 3rd party solution. In addition to the vendors named in the Referral Letter, the City engaged other internal vendors to perform this customary due diligence.

d. It appears that since your IPro team has leapt to conclude all prior communications with the winning vendor prior to the RFP disqualifies the vendor from future work with the City - notwithstanding the appropriateness of such communications - you simply conclude your team is correct without conducting your own thorough due diligence. However, it is worth noting that during the procurement process, the City provided a clear delineation between the RFI and RFP process and any relevant responses to concerns raised, and your IPro team did not go so far as to recommend that the City should "cease using Accenture for any further work related to RFP-S-1230072."

4. **The DOPs communication about Accenture's participation in the RFP was mischaracterized and there was an attempt to capitalize on the limited knowledge of a newly appointed CPO to support the allegations in the report.**
    a. In your footnote number 1, you acknowledge that CPO Majumdar was newly appointed to his role on June 22, 2022. However, you do not reveal that Mr. Majumdar did not start on the job until July 5, 2022.
    b. In your discussion entitled *City Disregard of CPO Advice*, which begins on page 24, you recklessly mischaracterize an August 19, 2022, email by Mr. Majumdar when you knew or should have known that the CPO had been on the job for approximately a month at the time of that email. By August 19, 2022, the CPO had not been briefed on the Mayor's Transition Team and was unaware of the due diligence being conducted ahead of the RFP. Therefore, any "advice" by the CPO would not be considered informed. In addition, such advice is just that. It is not a formal City policy or legally binding.
    c. On pages 12-14, you make negative inferences without providing the actual text of a string of emails that you purport amount to DOP informing leadership that Accenture could not participate in the RFP when in fact Mr. Majumdar's response in the August 19, 2022 email is NOT advice concerning the impending RFP at all, but rather is Mr. Majumdar's thoughts based on the limited information he had concerning Accenture's communications with City officials outside of the RFI process. (See page 14).
    d. A close read of CPO Majumdar's August 19, 2022, email makes it clear that his advice is general. Accenture is not once named in the email, but rather references are generally made to "vendor."
    e. CPO Majumdar's August 19, 2022, is also speculative in nature. In the last paragraph he advises that "the vendor that has or would be participating in the development of the procurement event, such as by proposing solutions, or drafted specifications or requirement" [would need to forego participation in the upcoming RFP]. Clearly, CPO Majumdar did not have the actual facts to advise that Accenture could not participate in the impending RFP.
    f. In fact, the scenario described by CPO Majumdar did not apply to this situation because Accenture did not draft specifications or requirements for the RFP.

Notwithstanding your failure to conduct interviews with key stakeholders, it is clear from the foregoing that your investigation was not up to professional standards. Readily available resources were not reviewed yet unsubstantiated conclusions were drawn in an apparent attempt to simply level allegations of violations. In addition, you regularly appear to position SOPs higher than Procurement Policies and even Procurement Code requirements as though you do not understand the legal difference between these items throughout the Referral Letter. (See, for example, the first full sentence on page 27 and the 2 subsequent paragraphs; also see, the last sentence in the next to last paragraph on page 24).

II. The Analysis is Faulty and Lacks Proper Foundation.

1. **The report fails to substantiate how the allegedly inappropriate communications with Accenture and Microsoft led to an unfair solicitation.**
    a. Since as shown above there was an appropriate basis and rationale to communicate with Accenture and Microsoft during the Mayor's Transition

Teamwork and leading up to the RFP, you have failed to substantiate any negative impact from such communications on the solicitation.

b. No evidence has been presented and none exists that Accenture or Microsoft participated in the development of the procurement event, such as by proposing solutions, or that they drafted specifications or requirements for the RFP against which the CPO advised.

c. You fail to substantiate how the solicitation was unfair. Given that 12 proponents responded to the RFP and the award was made without any bid protest, the CRM solicitation appears to be a robust procurement event conducted by the City.

2. **The IPro Report, which was issued over 2 years ago, in no way advised the administration that there were any concerns about our responses that would preclude the City from proceeding with the active procurement.**

   a. Your IPro Report does not meet the standards required pursuant to Charter Section 8-107. Given the seriousness of the allegations, you now levy against City officials and the prevailing vendor in your Referral Letter, your IPro Report should have clearly described the DOP SOP's, policies, and/or procurement code provisions that you alleged have been violated to meet the standards of Section 8-107.

Accordingly, the recommendation from your office is incorrect and cannot be accepted. Your recommendation to cease using the services of Accenture unilaterally without any valid, legally defensible position would undoubtably liability for the City due to breach of contract. Given the information provided in this response, we encourage you to review your findings and the resulting flawed conclusions. If you have any questions about the law to which we refer, please feel free to contact me.

Sincerely,

Patrise Perkins-Hooker
City Attorney

Cc: City Council Members
Cabinet Level Positions copied on the OIG's November 21, 2024 Letter