

City Of London

RFP16-36

Request to Waive Irregularity

September 6, 2016

Overview

We are asking that management waive the irregularity under the RFP “general conditions, instructions & information for proponents” clause 17.

We acknowledge that there was a typographical error in our proposal submission where we inserted “N/A” instead of listing “1”; however we can confirm we received and adhered to Addendum #1 in the submission of our proposal. We are aware that this was in a mandatory requirement per the addendum, RFP and Procurement of Goods & Services Policy and Schedule C thereof.

While a typographical error was made we ensured that the spirit of the requirement to acknowledge the addendum was adhered to in our response. In a letter to management we demonstrate the evidence that supports the position that we adhered to the addendum in spirit and intent while making a typographical error.

We believe that this is error/mistake and that your current policies and provisions provide you with the ability to include us in the evaluation process should the City so chose to exercise its rights.

Mandatory requirement & City terms

7. Documents, in which all addenda have not been acknowledged.	Automatic rejection	Page 38 of 40 in Procurement of Goods & Services Policy
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19.2 Bid Irregularities

Where a bid is received that includes irregularities, the City will follow the protocol as appropriate for the particular irregularity. The protocol for bid irregularities and their associated responses are detailed in Schedule "C".

Page 30 of 40 in Procurement of Goods & Services Policy

17. Reservations for Rejection and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

5th page in (no age number in RFP

- e) The City reserves the right to accept or reject any and all proposal submissions. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/ City Manager, unless otherwise stated.

Page 5 of 27 in RFP body

Process applied to

PROCUREMENT OF GOODS AND SERVICES POLICY

2.0 General Provisions

- 2.1 Unless otherwise provided in accordance with this Policy, the Manager of Purchasing and Supply and the authorized employees of Purchasing and Supply shall act for the City, for the purchase and disposal of all goods and/or services and shall be responsible for providing necessary advice and services required for such purchases and/or disposals in accordance with the method of purchase authorized by this Policy.
- 2.2 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.
- 2.3 Unless otherwise provided in accordance with this Policy, the purchase of all goods and/or services shall be authorized in accordance with the provisions of Schedule "A" to this Policy.
- 2.9 The City recognizes that mistakes and misunderstandings may occur; bidders may feel aggrieved and may seek to dispute the recommendation of an award of a contract. To maintain the integrity of the process, bidders who believe they have been treated unfairly can make this known by contacting the Manager of Purchasing and Supply prior to the award of the contract. Disputes shall be resolved as follows:
- a. A meeting between the bidder and the Manager of Purchasing and Supply;
 - b. If (a) does not lead to a resolution between the bidder and the City, the bidder may appeal the decision to the City Treasurer;
 - c. If (b) does not lead to a resolution between the bidder and the City, the bidder may appeal the decision to the Corporate Services Committee. The Committee's decision and City Council's approval is final.

Thank you!

Contacts

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August 8, 2016

John Freeman
267 Dundas Street, 4th Floor
London, ON N6A 1H2

Dear Mr. Freeman:

City of London RFP16-36 Internal Audit Services - Rejection Notice Considerations

This letter provides written confirmation of a request for The Corporation of the City of London (City, you or management”) to consider PricewaterhouseCoopers LLP’s (PwC or we) proposal submission error as a minor variance. We are asking that management waive the irregularity under the RFP “general conditions, instructions & information for proponents” clause 17. We acknowledge that there was a typographical error in our proposal submission where we inserted “N/A” instead of listing “1”; however we can confirm we received and adhered to Addendum #1 in the submission of our proposal. While a typographical error was made we ensured that the spirit of the requirement to acknowledge the addendum was adhered to in our response. Below we demonstrate the evidence that supports this position.

In the following paragraphs we outline each of the question areas and demonstrate how we considered them in our proposal response:

Question & Answer #1 – Given City response there was no impact on our submitted proposal contents.

Question & Answer #2 – The emphasis for a risk based internal audit approach and sample plan was outlined. We provided a focus on risk based considerations on page 9 of our proposal section 10.5.c. In addition, we provided the requested the sample internal audit plan starting on the bottom of page 41 as part of section 10.9.v. Therefore we considered and abided by the City’s articulated requirement in Addendum #1 in our proposal response.

Question & Answer #3 – Given City response there was no impact on our submitted proposal contents.

Question & Answer #4, 5 & 6 – The City indicated in their response that the proposal was to be no more than 50 pages in length in response to question 4 while also noting in response to question 5 that CV would not be included in the page count and in question 6 that the sample report and templates would also not be included in the total page count. The page count of the body of our submission is 48 pages of which 11 are related to CVs and 1 page is related to report samples/templates. Therefore we considered and abided by the City’s articulated requirement in Addendum #1 in our proposal response.

Question & Answer #7 – The City’s response clearly indicated that they were seeking “evidence” that the partner has a public accounting licence under the Public Accounting Act. On page 5 requirement d. we indicated the licences number and in Appedix B provided the requested evidence. Therefore we considered and abided by the City’s articulated requirement in Addendum #1 in our proposal response.

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PwC refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

Based on our actual submission, our demonstrated adherence and consideration of Addendum #1 and the typographical error for the number of addendums noted in the proposal we would ask that the City consider it right to waive this irregularity and to permit our proposal response to be considered in the Internal Audit Services evaluation process.

Should you have any further questions or concerns please do not hesitate to contact Christopher O'Connor at 519 570-5709 or myself at 519 640-7914.

Sincerely,



Chirag Shah
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