



# Summary of Feedback and Outcomes Report from the Industry Engagement Process for

## Vehicle Collision and Defect Investigations

*Letter of Interest*  
T8056-160026/B

## Table of Contents

1. Introduction
2. Requirement
3. Industry Engagement Process
4. General Overview of the Industry Engagement Process Feedback
5. Summary of Feedback and Outcomes
6. Conclusion

## **1. Introduction**

On 30 January 2017, PWGSC published a Letter of Interest (LOI) on the GETS seeking to engage with Industry on behalf of Transport Canada (TC). As part of that engagement, Industry was asked to provide a written response to questions related to both the technical aspects of the Work to be undertaken and the procurement strategy. A draft Request for Proposal (RFP) was provided, which included the Statement of Work, Evaluation Criteria and the Basis of Selection.

The purpose of the Industry Engagement was threefold:

- a) to provide Industry with general information about the requirement;
- b) to solicit feedback from Industry about their capability to undertake the requirement based on the draft Request for Proposal; and,
- c) to consult with Industry on ways to improve the solicitation, and increase accessibility and fairness to all potential suppliers.

Industry was encouraged to ask questions and provide comments with the objective of ensuring a procurement that is fair and transparent to suppliers, enhances competition, and results in best value to Canada.

The publication of this document and resulting RFP effectively concludes the Industry Engagement process. The information gathered through this process was considered when finalizing the procurement strategy and should meet the needs of the Government of Canada and be compatible with Industry standard practices.

## **2. Requirement**

The work is divided into three Work Areas and will be conducted on a national basis:

- Work Area 1: Motor Vehicle Collision Investigations
- Work Area 2: Motor Vehicle and Motor Vehicle Equipment Defect Investigations
- Work Area 3: Selective Inquiries

Services will be required in five regions across Canada in 11 designated cities. Up to 11 contracts may be awarded as a result of the final solicitation. Services will be delivered to the National Capital Region and will be required from date of contract award to 31 March, 2019 with four option periods of one year each.

### 3. Industry Engagement Process

<b>Industry Engagement Period</b>	<ul style="list-style-type: none"> <li>• Posting of Letter of Interest (LOI): 30 January 2017</li> <li>• Responses to LOI requested: 20 February 2017</li> <li>• Estimated Publication of Summary of Feedback and Outcomes: 18 April 2017</li> <li>• Estimated Publication of the Request for Proposal: 1 July 2017</li> </ul>
<b>Participants</b>	<p>Seven organizations provided responses to the LOI:</p> <ul style="list-style-type: none"> <li>➤ Collision Analysis Ltd.</li> <li>➤ KSD Collision Investigation and Analysis Inc.</li> <li>➤ Polytechnique Montréal</li> <li>➤ Pyrotech BE</li> <li>➤ Rona Kinetics and Associates Ltd.</li> <li>➤ University of New Brunswick</li> <li>➤ Western University</li> </ul>

### 4. General Overview of the Industry Engagement Process Feedback

The consultative process provided Industry with an opportunity to participate in the procurement process by providing comments, questions and recommendations for improvement of the Draft RFP, and to seek clarification on technical issues.

Participants provided valuable feedback on technical details of the RFP and the proposed procurement strategy. Canada has adjusted some requirements to address technical questions, and some changes have been made to the RFP to address key issues raised by Industry. The final RFP will better describe Canada's requirements in relation to the technical capability available in the industry.

This document summarizes the feedback received during the Industry Engagement Process and the outcome on the RFP.

### 5. Summary of Participant Feedback and Outcomes

The following represents questions posed in the Letter of Interest and the resulting responses from Industry. Not all questions posed by Canada were answered by Industry; and not all answers represented a conflict.

<b>SECTION 1: General</b>	
<b>1.1</b>	<b><i>Please provide a general statement regarding your interest and capability to meet the requirements.</i></b>
<b>Summary</b>	All participants indicated they were both interested and capable of performing the work.

<b>1.2</b>	<b><i>Do you have the capacity to provide services in both official languages?</i></b>
<b>Summary</b>	Three of the participants indicated they could provide services in both official languages; three indicated they could only provide services in English and one failed to respond.
<b>Outcome</b>	The ability to provide services in both official languages is recommended for regions designated as bilingual under the <i>Official Languages Act</i> .

<b>SECTION 2: Statement of Work (SOW)</b>	
<b>2.1</b>	<b><i>Are any aspects of the Statement of Work unclear?</i></b>
<b>Summary</b>	<p>Two participants indicated the Statement of Work was clear; one participant had no response; and three had the following issues:</p> <ul style="list-style-type: none"> <li>a) Clarify the period of service (start date)</li> <li>b) Requested the estimated utilization to be based on the designated city in addition to the Geographic Area</li> <li>c) Define the level of effort for each Work Area of the RFP.</li> </ul> <p>A second participant queried whether there were penalties for not meeting minimum numbers of cases over the course of a year or contract period?</p>
<b>Outcome</b>	<p>The period of service will be from 1 October 2017 to 31 March 2019 (18 months). The estimated utilization by designated city will be provided in the final Request for Proposal.</p> <p>Canada cannot provide a level of effort as there is no way to predict when a vehicle collision or equipment defect will occur or the amount of time it will take to investigate. Canada has defined the maximum number of hours available for the Selective Inquiries. The data collected by Canada to date only identifies the annual number of collisions and annual number of equipment defects from previous years; the level of effort was not provided.</p> <p>There is no minimum number of cases.</p>
<b>2.2</b>	<b><i>Are the delivery timelines detailed in the SOW reasonable?</i></b>
<b>Summary</b>	<p>Three participants felt the delivery timeframes were reasonable, and two participants indicated the following:</p> <ul style="list-style-type: none"> <li>a) Vehicle collisions section, section 6.2.3 of the SOW – please adjust the delivery of vehicle photos, scene photos and other electronic files collected during the vehicle and scene examination from 3 days to 5 days to address multi-day investigations outside of the designated city where internet access may not be available or reliable.</li> <li>b) Defect investigations – incorporate wording similar to wording under vehicle collisions which includes a process for extending the delivery date.</li> </ul>

<b>Outcome</b>	Canada will incorporate both a 3 business day delivery timeframe for investigations within the city and a 5 business day delivery timeframe for investigations outside of the 250 km range, following the collection of digital data in the final RFP  A process will be included in the Equipment Defect Investigation section in the final RFP.
<b>2.3</b>	<b><i>Does the Statement of Work have enough information for Bidders to submit a quality bid? What, if any, additional information would you need to see included in the Statement of Work?</i></b>
<b>Summary</b>	One participant identified an error in consistency in the draft RFP: the use of Prairies and Western to define the same Geographic Area.  The participant also queried how the utilization amounts were generated for each Geographic Area.
<b>Outcome</b>	The error in Geographic Area will be corrected in the final RFP.  The Estimated Utilization is based on a trend analysis of historical data captured over the past 7 years and the experience and knowledge of managing the previous contracts.

<b>SECTION 3: Evaluation Criteria</b>	
<b>3.1</b>	<b><i>Is it clear how Canada proposes to evaluate the bids?</i></b>
<b>Summary</b>	A number of issues were raised with the evaluation of bids related to the following areas: <ul style="list-style-type: none"> <li>1. Evaluation Criteria requirements</li> <li>2. Financial Presentation / Proposal</li> <li>3. Geographic Area</li> </ul> <p><b>Evaluation Criteria</b></p> <ul style="list-style-type: none"> <li>a) One participant identified a translation error in the French version of the RFP, MF-1.</li> <li>b) A second participant indicated there appears to be no allowance for a team structure where there is a supervisor involved who has a wealth of experience. For example, 2 co-supervisors with a combined 75 years of experience.</li> <li>c) One participant wanted to know if an experienced investigator can replace the junior investigator (M-3).</li> <li>d) One participant questioned whether they could submit two experienced investigators (engineers and more than 5 years of experience) rather than a senior investigator and a junior investigator?</li> <li>e) The participant also indicated that Canada is asking for the provision of 2 investigators to be located in the greater area of the designated cities. Does this mean that there are to be a total of 6 in place for the Western Geographic Area? If so, it is not likely that the allocated budget can support this level of effort.</li> </ul> <p><b>Financial Presentation / Proposal</b></p>

	<p>One participant felt that the financial bid presentation at 3.1.2 was unclear, ambiguous and requires guessing to complete.</p> <p>A second participant was unsure how to complete the travel time calculation due to the fact that “Travel Time” can be on an “as required basis” and as such, it is an unknown, and variable amount?</p> <p><b>Geographic Area</b> One participant also questioned what the impact would be if one or more of the designated cities in a single Geographic Area do not receive a contract; specifically, would the funds be reallocated across the remaining designated city(ies) within the Geographic Area, or across all the sites across Canada?</p> <p>A second participant asked if more than one company could hold a contract for a single Geographic Area and if so, clarification is required as to how the work will be allocated across multiple contracts. Or are the figures listed in table 3.1.2 applicable to each designated city?</p>
<p><b>Outcome</b></p>	<p><b>Evaluation</b></p> <ul style="list-style-type: none"> <li>a) The error in the French document will be corrected in the final RFP.</li> <li>b) Canada has identified the minimum requirements for any bidder to undertake the work defined in the Statement of Work. These requirements must be met at time of bid closing AND must be maintained throughout the duration of the contract. It is anticipated that the Senior Investigator will not be involved in every stage of the work.</li> <li>c) The mandatory requirements identify the minimum requirements, so bidders are free to exceed those requirements as they see fit; however, this may impact the cost.</li> <li>d) As long as the proposed resources meet the mandatory requirements of the Statement of Work and the evaluation criteria, Canada will accept and evaluate against the point rated criteria.</li> <li>e) Canada has elected to remove the requirement that the investigators be physically located in the designated city.</li> </ul> <p><b>Financial Presentation / Proposal</b> The only information required in the Financial Presentation at section 3.1.1 are the firm all inclusive hourly rates for each resource category and the percentage of the firm all inclusive hourly rate to be charged as travel time. The figures in table 3.1.2 are to be used for determining the ranking of financial proposals only and does not reflect a level of effort to be associated with the actual work or the resulting contract value.</p> <p>For the final RFP, these figures will be reduced as the purpose is ONLY to evaluate the financial costs to ensure Canada is receiving a competitive rate and fair value.</p> <p>The travel time section required the bidder to identify the firm all inclusive hourly rate (from the table at 3.1.2 a)) and identify the percentage of the hourly rate that they will charge for travel time undertaken during the period of the contract. For <u>example</u>, if the hourly rate from table a) is \$10.00, and the bidder indicates that 30% of that amount will be</p>

	<p>charged when travelling to a location outside of 250 km from their location, the resulting rate will be \$10.00 x 30% = \$3.00 per hour. Canada is seeking a firm hourly rate, not a firm price.</p> <p><b>Geographic Area</b> If a designated city(ies) in a single Geographic Area does not receive a contract the funds for that designated city will not be re-allocated.</p> <p>A single contract will be awarded per designated city. Should the same bidder rank first for more than one designated city, they will be awarded a single contract for both of the Designated Cities, using the associated funds.</p>
<b>3.2</b>	<b><i>Is it clear what information you must provide in your proposal to obtain the maximum points?</i></b>
<b>Summary</b>	<p>One participant sought clarification on the evidence to be provided for M-2.</p> <p>One participant indicated that the scoring methodology for the principles of PIPEDA is unclear – scoring is a range of between 0.25 and 1, but the total points is 10.</p>
<b>Outcome</b>	<p>Examples of supporting documentation for M-2 were provided in the draft RFP.</p> <p>There are ten distinct principles defined in PIPEDA (<a href="http://laws-lois.justice.gc.ca/eng/acts/P-8.6/">http://laws-lois.justice.gc.ca/eng/acts/P-8.6/</a>). Bidders will be evaluated on a scale of 0 to 1 point for EACH of the 10 principles.</p>
<b>3.3</b>	<b><i>Are there any elements you believe should be included in the evaluation?</i></b>
<b>Summary</b>	<p>Two participants identified concerns that, without formal research agreements in place with community stakeholders at bid closing, there is a risk that the work could not be performed by the bidder (should they rank first based on the lowest price selection methodology), until such time as those agreements are negotiated, which could take years.</p> <p>It was suggested that relationships with existing stakeholders be ranked with ratified research agreements given more weight than letters of reference or contract information.</p> <p>A second participant questioned if existing contract holders who may have on-going Memorandums of Understanding (MOUs) of cooperation from various stakeholders could be used in support of the bid.</p> <p>A third participant was concerned over the quality of the evaluation documentation required in mandatory requirement M-2, and felt it was not sufficient to support the contract.</p> <p>A fourth participant suggested the inclusion of new evaluation criteria: Bidder must own a workshop (garage) + / - 2,600 p.c. that can accommodate at least four vehicles. Fully equipped garage for full investigation services.</p>
<b>Outcome</b>	Canada will take these suggestions under advisement.



	Existing MOUs of cooperation will be acceptable as long as they are still valid, as required by the evaluation criterion M-2.
<b>3.4</b>	<b><i>Are there any elements that you believe do not add value to the evaluation process?</i></b>
<b>Summary</b>	One participant felt it was unnecessary for established teams who prove that they have carried out similar projects to provide references (M-2) for these stakeholders since they necessarily obtained the collaboration of these Projects. This requirement adds a significant and unnecessary burden to the process. If this requirement persists, the number of letters of reference required should be defined.
<b>Outcome</b>	Canada must treat all bidders exactly the same, in accordance with the Government Contracting Regulations, Contracting Policy, and our Guiding Principle of Equal Treatment. No special preference or treatment can be given to any single (or group of) bidders. Allowing 'established teams' to forego any individual requirement is considered special treatment and is strictly prohibited. Canada requires a single Letter of Reference OR Written Agreement as evidence of each of the six stakeholder communities identified by the bidder in their proposal.
<b>3.5</b>	<b><i>Will you be able to achieve the minimum required score?</i></b>
<b>Summary</b>	Participants indicated they were able to meet the minimum required score.
<b>3.6</b>	<b><i>Should the minimum required points be increased, or decreased?</i></b>
<b>Summary</b>	One participant sought clarification of the minimum required score.
<b>Outcome</b>	The minimum required score is 70%. Thus, if there are 80 points available, the bidder must achieve a score of 56 points, which represents 70%.

<b>SECTION 4: Basis of Selection</b>	
<b>4.1</b>	<b><i>Does the Basis of Selection seem fair and reasonable?</i></b>
<b>Summary</b>	One participant recommended that Canada return to selection criteria whereby only the highest rated proposals are recommended for award of a contract to ensure that investigations continue to be of the highest quality that will ultimately benefit Canadian motorists.
<b>Outcome</b>	Canada will retain the Basis of Selection as proposed in the draft RFP as it represents best value to Canada.
<b>4.2</b>	<b><i>Do you understand the methodology to be utilized to determine ranking?</i></b>
<b>Summary</b>	All participants understood the methodology.

<b>4.3</b>	<b><i>Provide any suggestions that, in your opinion, could improve the contractor selection methodology.</i></b>
<b>Summary</b>	Any suggestions for improvement were captured elsewhere in this document.

<b>SECTION 5: Basis of Payment / Method of Payment</b>	
<b>5.1</b>	<b><i>Is the proposed Basis of Payment reasonable?</i></b>
<b>Summary</b>	One participant did not understand the basis of payment.
<b>Outcome</b>	<p>The Basis of Payment at section 7.7.1 of the resulting contract identifies that the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure, applicable taxes extra.</p> <p>Annex B identifies the firm all inclusive hourly rates that the Contractor will invoice for in the initial period and each option period of the contract.</p> <p>Contracts to a limitation of expenditure allow the contract value to be adjusted upwards, or downwards, as appropriate and applicable.</p> <p>It is important to note that this Basis of Payment represents a deviation from the current contracts for the work. Contractors will be required to track their hours by completing time sheets (section 7.7.5) which must be submitted with the invoice(s), along with any receipts for Travel &amp; Living expenses.</p>
<b>5.2</b>	<b><i>Is the Method of Payment reasonable?</i></b>
<b>Summary</b>	One participant was unable to find the Method of Payment.
<b>Outcome</b>	The Method of Payment was defined at section 7.7.3, Multiple Payments. The terminology will be adjusted in the final RFP.
<b>5.3</b>	<b><i>Is it clear when travel and living expenses will be paid? Is it clear what these expenses include and how they are determined?</i></b>
<b>Summary</b>	<p>Clarification was sought on when travel will be reimbursed and whether the budget for travel was included in the estimated utilization and/or the level of effort total.</p> <p>One participant identified concerns, indicating it would be restrictive in that it does not cover travel to areas which can only be accessed by sea. For example, travel to Vancouver Island, while within 250 km of Vancouver and our location, entails both ferry costs and usually necessitates at least one overnight stay on the Island in order to complete the necessary work.</p>

<b>Outcome</b>	<p>Contractors are expected to pay their travel costs when performing work within their own region as it is a normal cost of business; however, where a Contractor must travel beyond the 250 km range, Canada will reimburse the costs at the government rates detailed in the National Joint Council Travel Directive and at the discounted firm hourly rate defined in the Basis of Payment (table c) of section 3.1.1).</p> <p>For circumstances such as the Vancouver Island example noted above, Canada will incorporate special travel considerations into the final RFP.</p> <p>The travel budget was included in the overall estimated utilization; however, this figure will be identified separately in the final RFP.</p>
<b>5.4</b>	<b><i>Do you have any other comments on the Basis of Payment?</i></b>
<b>Summary</b>	One participant identified an inconsistency in the French version of the RFP: Selective Security Requests versus Selective Security Investigations.
<b>Outcome</b>	The correct term is Selective Inquiry. The inconsistency will be corrected in the final RFP.

<b>SECTION 6: Contract Terms</b>	
<b>6.1</b>	<b><i>Is the Task Authorization Process clear?</i></b>
<b>Summary</b>	One participant indicated confusion over terminology: the terms Task Authorization and Selective Safety Inquiries interchangeably, which is at times confusing.
<b>Outcome</b>	A Selective Inquiry (SI) is a project that will be assigned to a Contractor on an “as and when requested” basis using the Task Authorization Process (section 7.1.1) and the Task Authorization Form (Annex D). An SI represents the work to be undertaken, and the Task Authorization is the mechanism used to define and cost the work.
<b>6.2</b>	<b><i>Do you understand the contractor obligations?</i></b>
<b>Summary</b>	One participant indicated a preference for a different period of service for the contract as it would make it significantly more difficult to attract high quality full-time investigators. While it may be more convenient or advantageous for the Contract Authority, it will likely drive the operations toward consultants and away from university-based teams.
<b>Outcome</b>	Canada has no preference for the type of bidder, other than those defined in the Evaluation Criteria. The current contracts for these services will expire effective 30 September 2017. In order to ensure no interruption in services, the work must be initiated in October 2017. As financial budgets are allocated to departments based on an April to March fiscal year, the contract expiry date of 31 March 2019 was determined to be reasonable.
<b>6.3</b>	

	<b><i>Will you be able to meet the stipulated security requirements? Do you understand how to obtain the necessary clearances?</i></b>
<b>Summary</b>	One participant asked if current contract holders who have been granted “Protected B” security clearance can be exempt from having to repeat this process.
<b>Outcome</b>	If bidders have a <b>valid</b> security clearance, they are not required to repeat the process; however, if the clearance has expired or been withdrawn by Canada, the bidder will have to re-apply for the required clearance. Bidders can review their status with the Industrial Security Program at the following address: <a href="mailto:ssi-iss@tpsgc-pwgsc.gc.ca">ssi-iss@tpsgc-pwgsc.gc.ca</a> .
<b>6.4</b>	<b><i>Did you review the referenced general conditions? Are they acceptable?</i></b>
<b>Summary</b>	One participant requested a definition of the term “Project Authority”, as indicated in section 7.7.2.
<b>Outcome</b>	The term “Project Authority” was used in error. The section should have referenced the “Technical Authority,” which is defined at section 7.5.2.
<b>6.5</b>	<b><i>Do you understand the option to extend the contract process?</i></b>
<b>Summary</b>	All participants understood the process to exercise the option period.
<b>6.6</b>	<b><i>Are you willing to sign the non-disclosure agreement?</i></b>
<b>Summary</b>	All participants were willing to sign the non-disclosure agreement.

<b>SECTION 7: Other</b>	
<b>7.1</b>	<b><i>Please identify any other issues, concerns, recommendations not addressed above.</i></b>
<b>Summary</b>	Will Canada reimburse the cost of software and updates for the specialized software required for this contract (CRASH DATA RETRIEVAL TOOL from BOSCH & MapScenes Forensic CAD).
<b>Outcome</b>	Canada will not directly reimburse the Contractor for this cost. Canada has requested a firm, all inclusive hourly rate for services rendered.
<b>7.2</b>	<b><i>Will you submit a proposal? If not, why?</i></b>
<b>Summary</b>	All participants indicated they would submit a proposal; however, one participant indicated that sufficient funding was required to maintain two full-time employees, otherwise, it is not a sustainable relationship.
<b>Outcome</b>	Understood.

## **6. Conclusion**

Industry feedback has informed Canada of areas of potential concern for some Participants which resulted in improvement of the procurement process through the implementation of changes to the final RFP that will address the key concerns.

PWGSC and Transport Canada would like to thank all Participants who provided responses. The two-way dialogue and information that resulted was invaluable in assisting Canada in finalizing the procurement strategy.