



**RETURN BIDS TO :**

**RETOURNER LES  
PROPOSITIONS À:**

CRTC  
Édifice central  
1 prom. du Portage  
Gatineau (Québec) J8X 4B1  
Attn: Andrew McMillan  
Approvisionnement-Procurements@crtc.gc.ca

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To:** Canadian Radio-television and  
Telecommunications Commission

We hereby offer to sell to Her Majesty the Queen in  
right of Canada, in accordance with the terms and  
conditions set out herein, referred to herein or  
attached hereto, the goods, services, and construction  
listed herein and on any attached sheets at the  
price(s) set out thereof.

**Proposition au:** Conseil de la radiodiffusion et des télécommunications canadiennes

Nous offrons par la présente de vendre à Sa Majesté  
la Reine du chef du Canada, aux conditions énoncées  
ou incluses par référence dans la présente et aux  
annexes ci-jointes, les biens, services et construction  
énumérés ici sur toute feuille ci-annexée, au(x) prix  
indiqué(s)

**Comments - Commentaires**

**This document contains a Security  
Requirement**

**Vendor/Firm Name and address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution**  
CRTC  
Édifice central  
1 prom. du Portage  
Gatineau (Québec) J8X 4B1

<b>Title – Sujet</b> Secret Shopper Program	
<b>Solicitation No. – N° de l'invitation</b> CRTC FY/AF 2020/21 RFP/DP # 21-0080	<b>Date</b> 2020-12-11
<b>Client Reference No. – N° référence du client</b> CRTC FY/AF 2020/21 RFP/DP # 21-0080	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 14 :00 PM</b> <b>on – le 22/01/2021</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Andrew McMillan, andrew.mcmillan@crtc.gc.ca	
<b>Telephone No. – N° de téléphone :</b> 819.997.4272	<b>FAX No. – N° de FAX</b> Not applicable
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> CRTC Central Building 1 prom. du Portage Gatineau, QC J8X 4B1	

**Instructions : See Herein**

**Instructions: Voir aux présentes**

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>To be determined with the resulting contract.</b> <b>À déterminer avec le contrat qui en découlera.</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de</b> <b>l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>To be determined with the resulting contract.</b> <b>À déterminer avec le contrat qui en découlera.</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	3
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	6
2.7 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY .....	6
2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
2.9 MAXIMUM FUNDING .....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS</b> .....	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
<b>PART 7 - RESULTING CONTRACT CLAUSES</b> .....	<b>11</b>
7.1 STATEMENT OF WORK.....	11
7.2 STANDARD CLAUSES AND CONDITIONS.....	11
7.3 SECURITY REQUIREMENTS .....	11
7.4 TERM OF CONTRACT .....	11
7.5 AUTHORITIES .....	11
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
7.7 PAYMENT .....	13
7.8 INVOICING INSTRUCTIONS .....	14
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
7.10 APPLICABLE LAWS.....	14
7.11 PRIORITY OF DOCUMENTS .....	14
7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR) .....	15
7.13 INSURANCE – NO SPECIFIC REQUIREMENT .....	15
7.14 LIMITATION OF LIABILITY .....	15
7.15 DISPUTE RESOLUTION.....	15
<b>ANNEX “A”</b> .....	<b>16</b>
STATEMENT OF WORK .....	16

**ANNEX “B”** ..... 26  
BASIS OF PAYMENT .....26  
**ANNEX “C”** ..... 27  
**NON-DISCLOSURE AGREEMENT** ..... 27

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Non-Disclosure Agreement and any other annexes.

### **1.2 Summary**

1.2.1 The CRTC is seeking to engage a firm that can collect high quality data using reasonable and believable scenarios. The project must use a mixed-methods research design that gathers both quantitative qualitative data from secret shoppers about how telecommunications and broadcasting products and/or services (Communications Services) are sold.

The CRTC's primary research objective is to gain a better understanding of how front-line employees of the Service Providers sell Communications Services and how consumers experience the sales process to assist the CRTC in its decision-making process regarding misleading or aggressive sales practices. This project must be able to answer the following questions:

- How are Communications Services sold to secret shoppers?
- Is communication (verbal, written, and/or electronic) during the sales process perceived as clear, simple, and not misleading from the perspective of secret shoppers?
- Are there observable similarities and differences in how different Communications services are sold to consumers with a diverse range of demographic backgrounds, including consumers who may be more vulnerable due to their age, a disability, or a language barrier?

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### **2.2 Submission of Bids**

Bids must be submitted only to Canadian Radio Television and Telecommunications Commission (CRTC) at: [Approvisionnement-Procurements@crtc.gc.ca](mailto:Approvisionnement-Procurements@crtc.gc.ca) by the date, time and place indicated on page 1 of the bid solicitation with the following wording in the subject line: CRTC RFP # 21-0065.

- i. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.
- ii. Bids not be sent directly to the Contract Authority. Bids sent directly to the Contracting Authority will not be considered.
- iii. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### **2.3 Former Public Servant**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members

of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Basis for Canada's Ownership of Intellectual Property

The Canadian Radio-television and Telecommunications Commission (CRTC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## 2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## 2.9 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$480,000.00 \_\_\_\_\_ (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

- I. Section I: Technical Bid
- II. Section II: Financial Bid
- III. Section III: Certifications
- IV. Section IV: Additional Information

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

### 4.2 Basis of Selection

*SACC Manual* Clause A0027T , Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **112** points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **160** points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 160 and the lowest evaluated price is \$35,000 (35).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	140/160	120/160	114/160
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$35,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	140/160 x 70 = 61.25	120/160 x 70 = 52.50	114/160 x 70 = 49.88
<b>Pricing Score</b>	35/55 x 30 = 19.09	35/50 x 30 = 21.00	35/35 x 30 = 30.00
<b>Combined Rating</b>	80.34	73.50	79.88
<b>Overall Rating</b>	1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Non-Disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex C, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the RFP or Resulting Contract.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.2.1 General Conditions**

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to 2022-02-15 inclusive.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Andrew McMillan  
Title: Manager, Procurement & Contracting  
Organization: Canadian Radio-television and Telecommunications Commission  
Sector: Secretary General  
Address: 1 prom. du Portage  
Gatineau, QC J8X 4B1  
Telephone: 819.997.4272  
E-mail address: andrew.mcmillan@crtc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.5.2 Project Authority

*\*The Project Authority and backup will be inputted at contract award.*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: Canadian Radio-television and Telecommunications Commission  
Sector: \_\_\_\_\_  
Address: 1 prom. du Portage  
Gatineau, QC J8X 4B1  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Project Authority is:

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: Canadian Radio-television and Telecommunications Commission  
Sector: \_\_\_\_\_  
Address: 1 prom. du Portage  
Gatineau, QC J8X 4B1  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Sector: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## 7.7 Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_, as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved.

### 7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of Annex B, Basis of Payment, if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 7.7.4 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## **7.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### **7.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Non-Disclosure Agreement;

- (f) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:)", as clarified on \_\_\_\_\_ " or ",as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

### **7.12 Foreign Nationals (Canadian Contractor)**

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

### **7.13 Insurance – No Specific Requirement**

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **7.14 Limitation of Liability**

The CRTC shall in no way be liable to the firm or any of its staff that work on the secret shopping project, whatever their status (i.e., employees, contractors, etc.) for any claims related to the secret shopping project. The firm will advise such staff of any risks that relate to this project and agrees to hold the CRTC harmless against any claims made in connection with this project.

### **7.15 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



## ANNEX “A”

### STATEMENT OF WORK

#### 1. Project title

Communications sector retail sales practices review – Multi-year Secret Shopper Project

#### 2. Organization

The Canadian Radio-television and Telecommunications Commission (CRTC) regulates and supervises broadcasting and telecommunications in Canada. The CRTC’s mandate is to ensure that both the broadcasting and telecommunications systems serve the Canadian public.

#### 3. Purpose of the Multi-year Secret Shopper Project

The CRTC is seeking to engage a firm that can collect high quality data using reasonable and believable scenarios. The project must use a mixed-methods research design that gathers both quantitative qualitative data from secret shoppers about how telecommunications and broadcasting products and/or services (Communications Services) are sold.

To ensure consistency in methodology from year to year, the purpose of this Multi-year Secret Shopper Project is to continue the secret shopper work undertaken on behalf of the CRTC in 2019-2020 to provide yearly insights to the CRTC from a nationwide secret shopper exercise examining the sales practices of Canada’s largest communications service providers (Service Providers) and resulting in the [CRTC Sales Practices Review – 2020 Secret Shopper Project Detailed Findings Report](#). The CRTC requires a firm to design and implement this Multi-year Secret Shopper Project while operating within the CRTC requirements as set out in this Statement of Work.

The other purpose of the Multi-year Secret Shopper Project is to gather factual information to further inform the CRTC’s ongoing assessment of misleading or aggressive sales practices and the priority setting of solutions identified in the CRTC’s [Report on Misleading or Aggressive Communications Retail Sales Practices](#), as well as to measure compliance with the industry codes of conduct created by the CRTC.

#### 4. Research objective and research questions

The CRTC’s primary research objective is to gain a better understanding of how front-line employees of the Service Providers sell Communications Services and how consumers experience the sales process to assist the CRTC in its decision-making process regarding misleading or aggressive sales practices and the development of industry codes of conduct. This project must be able to answer the following questions:

- How are Communications Services sold to secret shoppers?
- Is communication (verbal, written, and/or electronic) during the sales process perceived as clear, simple, and not misleading or aggressive from the perspective of secret shoppers?
- Are there observable similarities and differences in how different Communications services are sold to consumers with a diverse range of demographic backgrounds, including consumers who may be more vulnerable due to their age, a disability, or a language barrier?

To achieve this research objective, realistic secret shopper scenarios must be used to replicate the consumer experience and create a believable interaction between Service Providers’ employees and secret shoppers posing as new and existing Service Providers’ customers whether it be in store, on the phone, or through Service Providers’ online chat functions.

There should be a capacity to assess completed transactions which may require the secret shopper to purchase services or products as part of the assessment and to ask for changes or cancellation within the 15 or 30-day trial period, if any exists for that service. The CRTC notes that under CRTC regulatory policies, such as the Wireless Code and the Internet Code, a customer availing themselves to a trial

period would only have to pay for any usage fees incurred from actually using the service, but not any early cancellation fees or monthly fees.

## 5. Project background

From June 2018 to February 2019, the CRTC conducted a public process in response to Order in Council P.C. 2018-0685 (the Order in Council), in which the Governor in Council directed the CRTC to make a report on the use of misleading or aggressive retail sales practices by Canada's Service Providers which culminated in the publication of a report on these findings, the CRTC's [Report on Misleading or Aggressive Communications Retail Sales Practices](#),<sup>1</sup> on 20 February 2019.

This report found that it is apparent that misleading or aggressive retail sales practices are present in the telecommunications service provider market in Canada and, to some extent, in the television service provider market. These practices exist in all types of sales channels, including in store, online, over the telephone, and door to door. They occur to an unacceptable degree; they are harming Canadian consumers, in particular vulnerable Canadians; and they are a serious concern for the CRTC.

The report identified many effective ways to strengthen existing consumer protections to prevent Canadians from being subject to misleading or aggressive retail sales practices, including an ongoing nationwide secret shopper program overseen by the CRTC, the results of which would be published.

To assess the benefits of a secret shopper to the CRTC's ongoing compliance toolbox, the CRTC commissioned a secret shopper project in 2019-2020 (the 2020 Secret Shopper Project), the results of which have been published by the CRTC in September 2020: [CRTC Sales Practices Review – 2020 Secret Shopper Project Detailed Findings Report](#).<sup>2</sup>

Based on the findings of this initiative, the CRTC is looking to commission a multi-year project that will be used to monitor the evolution of sales practices in the market place as well as assess specific points of interest that may have been identified by previous research initiatives.

### 5.1. Previous applicable research

In producing the report, the CRTC received a wide range of views from hundreds of individual Canadians, as well as from past and present sales representatives of the Service Providers, the Commission for Complaints for Telecom-television Services (CCTS), consumer and public advocacy groups, researchers, unions, government bodies, and the Service Providers themselves. The CRTC commissioned Ipsos Public Affairs to produce a survey report to help the CRTC further understand the experiences of Canadians with misleading or aggressive sales practices. This report, [Consultation on Canada's large telecommunications carriers' sales practices](#), is publicly available.<sup>3</sup>

As noted in Project Background, the CRTC has commissioned the 2020 Secret Shopper Project in 2019-2020, the results of which were published in September 2020: [CRTC Sales Practices Review – 2020 Secret Shopper Project Detailed Findings Report](#). The CRTC expects that the project detailed in this statement of work will build on the findings of the 2020 Secret Shopper Project.

### 5.2 Objective of the project

This multi-year secret shopper project is the next phase of the CRTC's ongoing assessment of compliance with existing customer protections and of new solutions to misleading or aggressive sales practices, building on the 2020 Secret Shopper Project which was completed in fiscal year 2019-2020.

The CRTC is also interested to further explore findings from the 2020 Secret Shopper Project such as:

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<sup>1</sup> [Report on Misleading or Aggressive Communications Retail Sales Practices](#), CRTC, 20 February 2019, [https://crtc.gc.ca/eng/publications/reports/2018\\_246/](https://crtc.gc.ca/eng/publications/reports/2018_246/)

<sup>2</sup> [CRTC Sales Practices Review – 2020 Secret Shopper Project Detailed Findings Report](#), 29 September 2020,

<sup>3</sup> [Consultation on Canada's large telecommunications carriers' sales practices](#), Ipsos Public Affairs, 27 September 2018, <http://epe.lac-bac.gc.ca/100/200/301/pwgsc-tpsgc/por-ef/crtc/2019/028-18-e/index.html>

- Validating the unexpected finding that older customers may be more likely to report being more satisfied with the sales interaction and less likely to report experiencing misleading or aggressive sales practices;
- Validating the finding that women are more likely to perceive having been subjected to pressure to purchase more than they asked for;
- Further exploring the reality of customers from diverse background not solely based on whether they may be more vulnerable due to a language barrier;
- Validate the findings with regards to perceived rudeness experienced by secret shoppers.

To ensure that the shopper experience is representative of Canadians' complete experiences, the CRTC requires that, where possible in light of available trial periods, the entire transaction be completed prior to assessment by the secret shopper.

## **6. Project scope and methodology**

The firm must design and implement a secret shopper project that meets all CRTC requirements set out below:

### **6.1 Relevant Service providers and distribution**

This secret shopping exercise must involve Canada's largest Service Providers (including the flanker brands<sup>4</sup> operated by the Service Providers), as specified by CRTC after the contract is awarded. The number of secret shops will be distributed among the Service Providers according to CRTC requirements that take into consideration the relative size of the Service Providers and regional presence. CRTC expects a representative number of shops<sup>5</sup> with no more than one shop occurring in the same Service Provider retail location.

### **6.2 Sales channels**

To better assess the Service Providers' sales practices through the sales channels that Canadians may use, the CRTC requires that the project measures the interactions of mystery shoppers with the Service providers through three (3) specific sales channels:

- In person, at a Service Provider's retail location or kiosk;
- Over the phone;
- Through the online chat function, if offered by the Service Provider.

The transaction may need to be completed to fully assess it. In those cases, the secret shopper may be asked to perform follow-up changes to the service within 15 to 30 days of the purchase, in line with any available trial period imposed on the Service Providers by the CRTC.

As per the 2020 Secret Shopper Project, the CRTC considers that a distribution of those shops through the different sales channels should prioritize in person shops, with at least half of the shops to take place in person. The CRTC will work with the vendor to identify retail locations through the service providers "Find a store" function on their website, some of which may be kiosks in malls or in their own storefront.

### **6.3 Geographic distribution**

For shops that take place in a Service Provider's retail location this secret shopping exercise must ultimately be national in its scope and include Service Provider retail locations from across the country. The firm must direct shoppers towards the appropriate retail location. For the purposes of this project, CRTC is defining "national" as including the following regions:

- British Columbia;
- Prairies (Alberta, Saskatchewan, Manitoba);

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<sup>4</sup> A flanker brand, also referred to as an extension or a secondary brand, is expressed as logos or words, and is used by the primary brand WSP to market and offer varying services and plans to consumers. The primary brand's network is used to provide services under the flanker brand. Virgin (Bell), Lucky Mobile (Bell), Koodo Mobile (Telus), and Fido (Rogers) are examples of flanker brands.

<sup>5</sup> A successful shop is one where the secret shopper executes the assigned scenario. See Section 7.6 for further detail.

- Ontario;
- Quebec;
- Atlantic (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador); and
- The Territories (Northwest Territories, Nunavut and Yukon)

The CRTC requires a sample of retail locations that are proportional to that region's population<sup>6</sup>, except where the Service Provider does not have retail location representation in a particular region. Table 1 below summarizes Canada's regional population estimates based on 2017 population data released by Statistics Canada.

**Table 1: Summary of Canada's regional population – based on Statistics Canada Census data**

<i>Province/geographic region</i>	<b>Population estimates in Canada – per CRTC required region (%)<sup>*7</sup></b>
<i>British Columbia</i>	13
<i>Prairies (Alberta, Manitoba, Saskatchewan)</i>	18
<i>Ontario</i>	39
<i>Quebec</i>	23
<i>Atlantic Canada</i>	7
<i>Territories</i>	0.3

Shops must take place in a variety of rural areas and population centres, as defined by Statistics Canada.<sup>8</sup> The CRTC will approve the exact location and language of shops after the contract is awarded.

#### **6.4 Secret shopper scenarios**

This secret shopping exercise must include 4-6 scripted scenarios that secret shoppers are required to follow. Shoppers must be assigned a scenario with a script prior to executing a secret shop. Secret shoppers must execute realistic scenarios and should take steps to avoid being noticeable to Service Provider employees as a secret shopper.

These scripted scenarios require secret shoppers to inquire about and potentially open or upgrade basic communications accounts. Of particular interests to the CRTC are the following scenarios: shoppers looking to downgrade from their current plans, shoppers looking to upgrade from their current plan, shoppers looking for low or occasional use plans, and shoppers with a disability looking for accessible plans.

Other products, such as bundles with other communications services and/or other related optional products and services may be offered during the sales process. It is necessary that shoppers gather information on all products or services that are discussed and offered during the execution of the secret shop. Shoppers may potentially apply for or upgrade communications products as part of this project.

#### **6.5 Shopper profiles**

The firm must provide shoppers capable of exhibiting particular demographic traits. The CRTC requires that secret shoppers use their own personal details and circumstances wherever possible. The firm must ensure that shoppers are adequately trained and matched to the profiles approved by the CRTC. Table 2 below provides details on which demographic traits the CRTC views as a requirement.

CRTC requires secret shoppers who can communicate in one or both of Canada's official languages (i.e. English and/or French). Some shops will be conducted in ASL<sup>9</sup> or LSQ<sup>10</sup> in order to assess interactions experienced by Canadians who are Deaf, Hard of Hearing, or who have a speech disability.

<sup>6</sup> With the possibility for a slight oversample in less populated regions

<sup>7</sup> Percentages have been calculated based on 2017 population data released by Statistics Canada, found at <https://www150.statcan.gc.ca/n1/pub/12-581-x/2018000/pop-eng.htm>.

<sup>8</sup> Definition of rural areas and population centres are based on standards from Statistics Canada, found at: <https://www12.statcan.gc.ca/census-recensement/2016/ref/dict/geo049a-eng.cfm>

<sup>9</sup> American Sign Language

<sup>10</sup> Langue des signes québécoise

As with the 2020 Secret Shopper Project, with this multi-year project, the CRTC is particularly concerned with being able to get insights related to customers who would be identified as “Canadians who may be more vulnerable due to age, a disability or a language barrier.”

As noted above, the CRTC is also interested to further explore findings from the 2020 Secret Shopper Project such as further exploring the reality of customers from diverse background not solely based on whether they may be more vulnerable due to a language barrier.

**Table 2: Shopper profiles<sup>11</sup>**

<b>Shopper profiles</b>	
<i>Gender</i>	Firms must ensure gender parity <sup>12</sup> is achieved in every region.
<i>Canadians who may be more vulnerable due to age, a disability, a language barrier or from a diverse background</i>	<p>While the Multi-year Secret Shopper Project aims to measure the experience of all customers in Canada, the CRTC expects that these three (3) groups be sufficiently represented among the shoppers to get a better insight into their specific experiences.</p> <p>The Report on misleading or aggressive sales practices noted particular concerns regarding sales experiences for consumers who may be more vulnerable due to age, a disability or a language barrier.</p> <p>Age: The CRTC considers that older consumers, which it defines as 65 and up, be reflected in the shopper profiles and, if feasible, that findings can be broken down in 10-year age blocks to assess whether the sales experiences may vary within the group defined as “older consumers.”</p> <p>Disability: The CRTC considers that a variety of disabilities need to be reflected in the shopper profiles, be they related to mobility, cognitive, hearing, or vision.</p> <p>Language barrier or from a diverse background: The CRTC considers that beyond the existence of a language barrier, it is important to assess whether the shopper’s ethnographic background may have an impact on the sales experience, whether it be due to skin colour, name, accent, or other relevant factors.</p> <p>Because these traits can be interdependent, there may be some overlap (e.g. a secret shopper who is a senior and who has a hearing disability).</p> <p>The CRTC expects for the firm to write a plan as to how these Canadians may be efficiently engaged through this project or on a long-term basis for follow-up secret shopper projects.</p>
<i>New and existing customers</i>	<p>Firms must ensure that shops are conducted by new and existing customers in sufficient numbers to assess whether there are differences between those two groups.</p> <p>“New customers” must be shoppers who do not actually hold any products or services with the Service Provider.</p>

<sup>11</sup> The firm must ensure that shoppers exhibiting all of these traits are evenly distributed across the sample of sales channel and regions. For instance, the firm must not use only male shoppers in one region and female shoppers in the other regions, even if they achieve gender parity overall.

<sup>12</sup> Parity applies to the number of shops, rather than the number of shoppers. For instance, an exact 50/50 split of male and female shoppers may not be necessary as long as 50 percent of shops are completed by male shoppers and 50 percent of shops are completed by females (within reason). Similar logic applies to the other required demographic traits, such as ethnicity.

“Existing customers” must have an ongoing relationship with the actual service provider(s) they are secret shopping (i.e. they hold at least one product or service with the Service Provider).  
The same shopper can therefore be a new customer at several Service Providers and an existing customer at others.

## **6.6 Number of shoppers**

The Multi-Year Secret Shopper Project must deploy an appropriate number of individual shoppers in order to meet all requirements set out above. The CRTC anticipates working with the firm to determine how many secret shoppers will be required to complete the minimum number of shops per Service Provider. This estimate can assume that one secret shopper may conduct multiple shops at different Service Providers and/or retail locations.

## **6.7 Estimated time required per shop**

The CRTC estimates that firms should budget between 20 minutes to 60 minutes to complete the sales interaction from the first point of contact to completion of the sales interaction. Specific timing may vary depending on the shopper scenarios and whether a second visit to the retail location is required.

The CRTC expects most sales interactions will be able to be completed in a single store visit/interaction, however, in certain rare circumstances, the shopper may be referred to more than one Service Provider employee or asked to return at another time or on another day. In these instances, both the interaction with the first employee (e.g. a customer service representative) and the interaction with the second employee (e.g. a sales representative) must be treated as a single shop. Firms should consider that the entire process may also involve waiting in line, creating a second appointment, visiting the retail location a second time, and in some cases making an activation call after opening a product (where required).

Approximately 20 minutes should also be budgeted for secret shoppers to complete the pre-shop and post-shop questionnaires (see Section 7 for a discussion of data collection).

## **7. Data collection**

The firm must be responsible for ensuring that data gathered from secret shoppers are complete and follow the CRTC’s scope and methodological requirements. The firm must collect data in a manner that meets all the CRTC requirements set out below:

### **7.1 Data sources**

Data sources must include quantitative and qualitative information obtained through:

- post-shop questionnaires
- any documents provided to the secret shopper during the course of their interaction, including promotional material, terms and conditions, or other disclosure documents.

#### *Post-shop questionnaire*

Following the secret shopping interaction and within a predetermined amount of time, shoppers must complete a post-shop questionnaire to provide details about themselves and their shopping experiences. This will be the primary method of data collection. The questionnaire will gather both quantitative and qualitative data. The CRTC will provide drafting instructions and example questions that the firm will use to draft all questionnaires and related materials (e.g. scenarios, scripts, etc.). All materials must be approved by the CRTC prior to commencing fieldwork.

#### *Documentation*

Shoppers must retain and provide to the firm any documentation provided to them during the course of their interaction, including promotional material, tailored offers, terms and conditions, product agreements or other disclosure documents. This documentation or a copy of the documentation will be provided to the CRTC and will be the secondary method of data collection.

## **8. Project milestones**

The firm must design and implement a project that meets the requirements listed above and includes the milestones outlined in this section. All project plans and implementation milestones must be approved by the CRTC.

### **8.1 Milestone #1: Planning**

- Develop methodological plan, to be approved by the CRTC
- Identify the number of retail locations to be sampled (specific retail locations to be approved by the CRTC after the contract is awarded)
- Develop or adjust existing realistic and appropriate scenarios and profiles for secret shoppers
- Develop or adjust existing post-shop questionnaires for secret shoppers
- Match secret shoppers with profiles/scenarios
- Conduct a comprehensive audit of products and corresponding terms (cost, fees, etc.) related to secret shopping scenarios
- Provide the CRTC with a privacy policy and data management plan
- Provide the CRTC the firm's plan for addressing for its secret shoppers any financial or non-financial harm that may be caused by the secret shopping interaction.

Key deliverable: approved project plan

### **8.2 Milestone #2: Fieldwork - conducting a pilot phase of secret shopping**

- Conduct a pilot phase (in English and in French) to validate the methodology and the secret shopper scenarios
- Provide the CRTC with the tabulated results and preliminary findings from the pilot stage
  - Depending on the results from the pilot phase, the firm may be required to make changes before proceeding to the next stage of the exercise. The CRTC's approval is required before conducting the remainder of the fieldwork.

Key deliverable: approved pilot results + implementation of any required changes

### **8.3 Milestone #3: Fieldwork - conducting secret shopping**

- Conduct all fieldwork as per the CRTC requirements
- Provide data and preliminary findings from the secret shops during the fieldwork phase at various intervals as specified by the CRTC
- Carefully monitor and assess outcomes throughout the project to ensure that any issues or complications not identified during the pilot phase are identified and addressed quickly. The firm must report such issues or complications to the CRTC without delay.

Key deliverable: Completion of fieldwork

### **8.4 Milestone #4: Analysis**

- Conduct a comprehensive and comparative qualitative and quantitative analysis of questionnaire data.
- Analyze and provide tabulated Service Provider-specific data that clearly distinguishes results by Service Provider and Brand along with shopper profile data. This should include a full breakdown by demographics, regions, products, scenarios, etc.
- Provide a global, aggregate analysis that looks at the Service Providers as a whole (i.e. an industry level view). This should include a full breakdown by demographics, regions, products, scenarios, etc.
- Provide all data, analysis and reports in programs and formats approved by the CRTC

Key deliverable: Delivery of data, analysis and reports

### **8.5 Milestone #5: Reporting**

The firm must draft a final report that comprehensively communicates both quantitative and qualitative findings. Draft versions must be submitted in English; final versions must be submitted in English and French. The firm is required to translate the final report. This deliverable will be considered final upon approval by the CRTC. The final report must include:

1. A cover page containing the following information:
  - the contract number and the contract award date;
  - the delivery date (this is the date that the final report, accepted in its final version by the Project Authority, was sent by the firm to the Project Authority);
  - the title of the project (to be determined by the CRTC);
  - the name of the firm that entered into the contract;
  - for the English version, the statement “Ce rapport est aussi disponible en français.” and for the French version, the statement “This report is also available in English.”
2. Narrative Executive Summary:
  - a statement of the project purpose and objectives;
  - a summary of key findings;
  - a brief description of the methodology used;
  - a statement as to the extent to which the findings can be extrapolated to a broader audience; and
  - the total contract value of the project.
3. Final Report:
  - a full description of the methodology and how the analysis was conducted;
  - a full description of all results and findings (using quotes from qualitative data, charts, tables, and other visuals where appropriate); and
  - appendices:
    - a full set of tabulated qualitative and quantitative data, including (where applicable):
      - sample size, sampling procedures, and dates of research fieldwork;
      - completion rate for secret shops;
    - the research instruments in both languages
  - submit all draft report materials in Microsoft Word format, in English.
  - submit all final report materials in both Microsoft Word and web-accessible PDF format, in both official languages.
  - All images or graphics in the document must be accompanied by a short and long description. In some browsers, the short description (called an alt tag) will appear when the user’s cursor hovers on the image. Long descriptions are preferred when the image or chart content requires a more detailed explanation. A separate file must be provided containing all of the descriptions.

Key deliverable: Final delivery of approved reports for Year One of this project. The precise end date will be determined between the CRTC and the firm.

### **9. Technical, Operational and Organizational Environment**

The firm must attend a video or teleconference meeting with the CRTC staff in Gatineau, QC to receive a briefing and discuss the scope of the project prior to commencing the work. This meeting is expected to take place within five business days of the contract being awarded. Following the briefing, the firm can complete most of the work from its premises and must complete the work using its own resources, equipment and software. The firm will liaise with the CRTC Project Authority by telephone or email, as required, to discuss the project and provide progress updates.

### **10. Communication requirements**

In addition to the timely submission of all deliverables and the fulfillment of all obligations, it is the responsibility of the firm to facilitate and maintain regular communication with the CRTC Project Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed



approaches, implementation and results of work, to ensure that the work is progressing well and in accordance with expectations. Communication may include: telephone calls, emails, and meetings. The firm is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed under this contract, as they arise. The firm must submit one (1) electronic report to the Project Authority on a weekly basis that outlines the accomplishments for the previous week, open issues and upcoming milestones.

### 11. Project Management Control Procedures

The CRTC Project Authority will ensure the contract will be brought in on time, on budget and of an acceptable quality by regular communication with the firm.

The firm should direct invoices (outlining the work completed for the given period) on a project milestone basis to the CRTC Project Authority and/or Contract Authority as required for review, approval and processing. Payments to the Contractor will be rendered through direct deposit.

#### 11.1 Payment schedule

The firm must propose and justify a payment value for meeting each of the five milestones and key deliverable requirements for each year of the Multi-year Secret Shopper Project. The proposed payment schedule requires CRTC approval and delivery dates may be subject to amendment as required by CRTC.

<i>Milestone</i>	<b>Key deliverable</b>	<b>Approximate delivery date</b>
<i>Milestone #1: Project plan</i>	Approved project plan	February 2021
<i>Milestone #2: Pilot</i>	Fieldwork - conducting a pilot phase of secret shopping Approved pilot results + implementation of required changes	March 2021
<i>Milestone #3: Fieldwork</i>	Fieldwork - conducting secret shopping, completion of fieldwork	May 2021
<i>Milestone #4: Analysis</i>	Analysis - Delivery of data, analysis and reports	July 2021
<i>Milestone #5: Reporting</i>	Reporting Final delivery of approved reports	September 2021

### 12. CRTC Obligation

The Project Authority will:

- provide approvals where required;
- provide comments and approval of draft materials;
- provide copies of documents from previous studies that might aid the contractor;
- provide access to facilities and presentation equipment for Contractor when presenting to CRTC staff;
- ensure availability of staff with whom the contractor may need to consult;
- provide feedback on the draft English and French reports, including figures and tables to the contractor; and
- provide other assistance or support as needed based on an email request.

### 13. Contractor obligations

The firm must:

- attend meetings (in-person and/or via conference call) with the Project Authority and the Project Team to discuss research and project requirements as outlined above;
- provide client liaison in English;
- make arrangements for fieldwork, including any necessary travel
  - The firm must be responsible for all costs incurred as a result of necessary travel.
- oversee the completion of the fieldwork;
- ensure shops are completed by shoppers as directed;
- ensure all gathered data are valid and that data meets the CRTC’s quality expectations;

- provide progress reports on a regular basis, the frequency of which will be determined during the project kick-off meeting;
- keep all documents and data confidential for the duration of the project;
- conduct and maintain all documentation in a secure area;
- ensure data is stored on Canadian servers and Canadian back-up servers. The database must be catalogued, located and only accessible in Canada. It must also be physically independent from all other databases, directly or indirectly, that are located outside Canada;
- submit all written drafts, reports and other deliverables (e.g. datasets) in electronic format;
- provide all services as outlined in this Statement of Work;
- destroy all datasets and secret shopping materials after all deliverables have been provided and the CRTC has deemed the project complete.
  - A certificate of destruction must be provided to the CRTC once all materials have been destroyed.
- address for its secret shoppers any financial or non-financial harm that may occur as the result of a secret shopping interaction.

#### **14. Location of Work, Work site and Delivery points**

Due to existing workload and deadlines, all personnel assigned to any resulting contract must be ready to work in close and frequent contact with the CRTC Project Authority and other agency personnel. The work will be conducted at the firm's work location(s) as well as in Service Provider retail locations in the geographic locations as specified in Section 7.2.

The firm will submit the final documentation to the Project Authority electronically by email.

#### **15. Language of Work**

In performing the work, the firm must be able work in both of Canada's official languages (English and French), as appropriate for the province or region in which the field work is being conducted. Draft documents (i.e., draft methodology, draft final report) are to be submitted in English. Final reports are to be submitted in English and in French prior to approval.

**ANNEX “B”**

**BASIS OF PAYMENT**

*Will be inserted at contract award.*

## ANNEX “C”

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **21-0080** between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **21-0080**.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT “1” to PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid, or your proposal may be rejected.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

For financial bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with this Pricing Schedule. For the purposes of determining cost CRTC will use the TOTAL value excluding HST.

Table 1, Firm Requirement	Milestone	Key deliverable	Approximate delivery date	Firm Price (CAD) Excluding HST
1	Milestone #1: Planning	Approved project plan	February 2021	\$
2	Milestone #2: Fieldwork - conducting a pilot phase of mystery shopping	Approved pilot results + implementation of required changes	March 2021	\$
3	Milestone #3: Fieldwork - conducting mystery shopping	Completion of fieldwork	May 2021	\$
4	Milestone #4: Analysis	Delivery of data, analysis and reports	July 2021	\$
5	Milestone #5: Reporting	Final delivery of approved reports	September 2021	\$
Total (1+2+3+4+5)				

\* The bidder must provide a bid based on the required 240 mystery shops.

Table 2, Additional Shops #	Description	Firm Price (CAD) Excluding HST
1	Fixed all-inclusive price for <b>one (1)</b> additional shop	\$

\* Value submitted by the Bidder in Table 2 will not be included in financial evaluation.

\*\* In the event that the CRTC requires (at its sole discretion) the Mystery Shopping exercise to be performed with additional shops, the Contractor will charge firm pro-rated price as per formula below:  
 Price = value submitted in Table 2 x number of additional shops required by the CRTC

\*\*\* In the event that CRTC decides to perform the Mystery Shopping exercise with additional shops, percentage of Geographic Distribution shall be identical to the one described in Section 7.2 of Statement of Work.

## ATTACHMENT “1” to PART 4, Mandatory and Rated Technical Criteria

### Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement. Each mandatory technical criterion must be addressed separately. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Write beside each of the criteria the relevant page number(s) from your proposal that addresses the requirement identified in the criteria.

<b>M#</b>	<b>Mandatory Criteria</b>	<b>Page #</b>	<b>Met</b>	<b>Not Met</b>
<i>M1: Mystery shopping experience</i>	<p>The Bidder must have conducted at least three (3) projects involving mystery shopping (in any sector) within the past five (5) years in Canada.</p> <p>At least one of these projects must have been national<sup>13</sup> in scope.</p> <p>The Bidder should provide the following details when describing past experience/s:</p> <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. name, position, e-mail address and phone number of Organizational Project Authority.</li> <li>3. a brief description of the scope of services provided;</li> <li>4. start and end date of the project;</li> <li>5. the budget of the project;</li> <li>6. sample table to demonstrate population and final sample proportions</li> </ol> <p>CRTC reserves the right to contact the past client/s for validation purposes only.</p>			
<i>M2: Qualitative research experience</i>	<p>The bidder must provide at least one (1) example of having conducted research, data collection and analysis to generate a final report on qualitative data<sup>14</sup> within the past three (3) years.</p> <p>The Bidder should provide the following details when describing past experience/s:</p> <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. Name, position, e-mail address and phone number of Organizational Project Authority.</li> <li>3. a brief description of the scope of services provided;</li> <li>4. start and end date of the project;</li> <li>5. the budget of the project;</li> <li>6. a high-level description of methodology and analysis plan and how results were reported.</li> </ol> <p>CRTC reserves the right to contact the client/s for validation purposes only.</p>			

<sup>13</sup> A project that is national in scope must include mystery shops in at least one province from each of the five regions listed in section 7.2 of the Statement of work (SOW).

<sup>14</sup> Qualitative data is data describing the attributes or properties that an object possesses or data that describes how people think, act and behave (e.g. opinion-based data from mystery shoppers). While qualitative data can be categorized into classes that may be assigned numeric values, there is no numerical significance to the values themselves, they simply represent attributes of the object concerned. For this reason, qualitative data is often expressed in words, rather than numerical values.

<p><i>M3: Quantitative research experience</i></p>	<p>The bidder must provide at least one (1) example of having conducted research, data collection and analysis to generate a final report on quantitative data<sup>15</sup> within the past three (3) years.</p> <p>The Bidder should provide the following details when describing past experience/s:</p> <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. Name, position, e-mail address and phone number of Organizational Project Authority;</li> <li>3. a brief description of the scope of services provided;</li> <li>4. start and end date of the project;</li> <li>5. the budget of the project;</li> <li>6. a high-level description of methodology and analysis plan and how results were reported.</li> </ol> <p>CRTC reserves the right to contact the client/s for validation purposes only.</p>			
<p><i>M4: Project requirement 6 – Meeting the distribution requirements</i></p>	<p>The bidder must clearly demonstrate they are capable of meeting the minimum number of shops, 240, among the required Service Providers and explain how they will meet the distribution visit requirements specified in Section 6 of the attached Statement of Work.</p> <p>Specifically, how they intend to meet distribution based on:</p> <ol style="list-style-type: none"> <li>1. Service provider;</li> <li>2. Sales channel;</li> <li>3. Geographic distribution;</li> <li>4. Secret shopper scenarios; and</li> <li>5. Shopper profiles.</li> </ol> <p>To do so, the bidder must demonstrate that they have each of these 5 concerns, as detailed in the statement of work, in specific secret shopper projects they have undertaken in the past through at least one (1) example each.</p>			

**BIDDERS NOT MEETING ALL OF THE MANDATORY TECHNICAL EVALUATION CRITERIA WILL BE GIVEN NO FURTHER CONSIDERATION.**

<sup>15</sup> Quantitative data is data expressing a certain quantity, amount or range and is expressed in terms of numerical values that can be counted and ranked in terms of value (e.g. the number of products offered to a mystery shopper).

## Rated Criteria

For all rated criteria below, the example projects may be the same projects submitted in response to the mandatory criteria.

<b>Requirement</b>	<b>Evaluation criteria</b>	<b>Page #</b>
<i>R1. Experience in recruiting mystery shoppers capable of applying for and receiving a telecommunications product</i>	<p>The bidder should provide up to three (3) examples of projects wherein mystery shoppers applied for or obtained a <b>telecommunication products or service</b>.</p> <p>Ten (10) points per relevant example; maximum thirty (30) points.</p>	
<i>R2. Experience in recruiting mystery shoppers that may be more vulnerable due to age, a disability or a language barrier</i>	<p>The bidder should provide up to three (3) examples of projects wherein mystery shoppers represented <b>consumers who may be more vulnerable due to age, a disability, or a language barrier or diverse background</b>.</p> <p>Ten (10) points per relevant example; maximum thirty (30) points.</p>	
<i>R3. Previous experience mystery shopping with a Service provider</i>	<p>The Bidder should provide up to five (5) examples of projects related to the gathering of data <b>related to a federally regulated telecommunication service provider through mystery shopping</b>.</p> <p>Two (2) points per relevant example; maximum ten (10) points.</p>	
<i>R4. Previous experience mystery shopping with a provincial or federal regulator</i>	<p>The Bidder should provide up to five (5) examples of projects related to the <b>gathering of data for a federal, provincial or territorial department, agency or regulator</b>.</p> <p>Two (2) points per relevant example; maximum ten (10) points.</p>	
<i>R5. Previous experience in conducting analysis of qualitative data</i>	<p>The bidder may provide up to five (5) examples of projects that involved the <b>gathering and analysis of qualitative data, and reporting of results thereon</b>.</p> <p>These examples must provide evidence of the analysis (e.g. description of methods used) and examples of how the qualitative data was described in the final report (e.g. use of quotes, tables, other visuals, etc.)</p> <p>Four (4) points per relevant example; maximum twenty (20) points.</p>	
<i>R6. Previous experience in conducting analysis of quantitative data</i>	<p>The bidder may provide up to five (5) examples of projects that involved the <b>gathering and analysis of quantitative data, and reporting of results thereon</b>.</p> <p>These examples must provide evidence of the analysis (e.g. description of methods used) and examples of how the quantitative data was described in the final report (e.g. tables, charts, other visuals, etc.). These examples must demonstrate the firm is capable of performing statistical methods such as bivariate and multivariate analysis, and related tests of significance.</p> <p>Four (4) points per relevant example; maximum twenty (20) points.</p>	



*R7. Proposed number of mystery shops*

The bidder must provide a bid based on the required minimum of 240 mystery shops.

Bidders should also provide **the number of shops that can be completed for the maximum yearly budget of \$120,000, including all taxes and fees.**

As per the Statement of Work, Section 6.2, the majority of sales interactions should take place in person and the rest should be evenly split between online and phone sales interactions.

Maximum twenty (20) points will be awarded to the bidding firm who proposes the highest number of shops above the minimum required 240 shops. Points to other firms will be awarded proportionately and rounded to the nearest whole point.

Example\*:

Firm A – 600 extra shops = 20 points (600/600 x 20)

Firm B – 450 extra shops = 15 points (450/600 x 20)

Firm C – 300 extra shops = 10 points (300/600 x 20)

\* These values are for illustrative purposes only, in evaluating the bids, the CRTC will use the highest number of shops proposed by a bidder as the maximum value.

*R8. Project Manager, qualifications and relevant experience (Max 20 pts)*

The Bidder should provide the name of the Project Manager who will be assigned to this project, demonstrating his/her qualifications (including language capability) and experience. The curriculum vitae should also be included.

The Bidder should demonstrate that the Project Manager has **significant experience:**

- i. with **projects involving the telecommunications services sector in Canada** (1 point per project, maximum 5 pts)
- ii. with **projects involving mystery shopping** (2 points per project, maximum 10 points)
- iii. in the areas of **project management and field work management** (1 point per year of service, maximum 5 pts)

**Overall Total (out of a maximum of 160 pts)**