

**REQUEST FOR PROPOSALS FOR  
TEST MONITORING SERVICES  
FOR  
THE PUBLIC SERVICE COMMISSION**

**SOLICITATION DATE: FRIDAY SEPTEMBER 11, 2015**

**CLOSING DATE AND TIME: TUESDAY SEPTEMBER 29, 2015 at 2:00 p.m. Eastern Daylight Saving Time**

**Contracting Authority:**      **Angèle Fortier-Renaud**  
Public Service Commission  
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**Backup:**                              **Caroline Chao**  
Public Service Commission  
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(the Contracting Authority is responsible for all matters concerning the competitive process)

**Proposal Submission:**

Proposals must be sent to the Public Service Commission, at one of the following addresses:

**For delivery by courier services:**

Bid Receiving  
**SOLICITATION NUMBER: CON15-1013**  
Public Service Commission c/o SCI  
Procurement Services  
465 Industrial Ave.  
Ottawa, Ontario K1G 0Z1

Attention: Angèle Fortier-Renaud

**For in-person drop-off :**

Bid Receiving  
**SOLICITATION NUMBER: CON15-1013**  
Public Service Commission  
Procurement Services  
22 Eddy Street, 12<sup>th</sup> Floor, Room 12017  
Gatineau, Québec K1A 0M7

**IMPORTANT: (In-Person Drop-Off)**  
Please call the Contracting authority from the  
commissionaire's desk upon arrival.

**It is strongly recommended that the bidder contact the Contracting Authority or the backup and schedule an in-person drop-off. It is solely the bidder's responsibility to ensure that the proposal is received at the address above by the closing date and time.**

**Table of Contents**

- 1. STANDARD INFORMATION, INSTRUCTIONS AND CONDITIONS TO THE BIDDER**
  - 1.1 Information
  - 1.2 Instructions
  - 1.3 Conditions
- 2. SUBMISSION OF PROPOSAL**
- 3. PRESENTATION OF PROPOSAL**
  - 3.1 Technical Proposal
  - 3.2 Financial Proposal
- 4. ENQUIRIES DURING THE SOLICITATION PERIOD**
- 5. REQUIREMENT**
  - 5.1 Title
  - 5.2 Objective
  - 5.3 Background
  - 5.4 Scope and Tasks
  - 5.5 Constraints
  - 5.6 Client Support
  - 5.7 Travel
  - 5.8 Confidentiality and Material
  - 5.9 Meetings
  - 5.10 Official Languages
  - 5.11 Intellectual Property
  - 5.12 Green Procurement and Services
- 6. PERIOD OF PROPOSED CONTRACT**
- 7. ESTIMATED FUNDING**
- 8. TASK AUTHORIZATION**
  - 8.1 TA Form
  - 8.2 TA Limit and Approval Authority
  - 8.3 TA Request
  - 8.4 TA Process
  - 8.5 Minimum Hours of Pay for Cancelled Testing Sessions
- 9. EVALUATION AND SELECTION CRITERIA METHOD**
  - 9.1 Mandatory Requirements
  - 9.2 Rated Requirements
  - 9.3 Financial Table
  - 9.4 Contractor Selection Method
- 10. ABORIGINAL SUPPLIER**
  - 10.1 Self-Identification
- 11. CERTIFICATION**
  - 11.1 Certification of Education and Experience
  - 11.2 Certification of Availability
  - 11.3 Former Public Servant Certification

## **Solicitation Number CON15-1013**

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- 11.4 Federal Contractors Program for Employment Equity - Over \$25,000 and Under \$1,000,000:
- 11.5 Conflict of Interest

**ANNEX A** - General Conditions

**ANNEX B** - Supplementary Conditions

**ANNEX C** - Terms of Payment

**ANNEX D** - Basis of Payment

**ANNEX E** - Resource Agreement to Terms and Conditions

**ANNEX F** - PSC Administration Manual

**ANNEX G** - Monitor Attendance Sheet

**ANNEX H** - Participants Attendance Record

**Proposal to the Public Service Commission  
Bidder Information and Authorization**

<b>Bidder Name and Address:</b>
<b>Legal Status (incorporated, registered, etc.):</b>
<b>GST or HST Registration Number and/or Business Identification Number (The Canada Revenue Agency):</b>

**Name and Title of Person authorized to sign on behalf of Bidder:**

<b>Print Name</b>		<b>Title</b>
<b>Signature</b>		<b>Date</b>

**Central Point of Contact:**

The Bidder has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

<b>Name</b>		<b>Title</b>
<b>Telephone</b>		<b>Fax</b>
<b>E-Mail</b>		

Each proposal must include a copy of this page properly completed and signed. The Bidder's signature indicates acceptance of the terms and conditions set out herein.

**NOTE: It is the Bidder's responsibility to contact the Contracting Authority as soon as possible if there are any changes to the Bidder's contact information. The PSC's main method of communicating with Bidders is via email; therefore, it is the Bidder's responsibility to ensure that they verify their email account for important information during both the solicitation period, and the contract period. The PSC is under no obligation to contact the Bidder via any other means (such as phone, fax or mail), and should the Bidder miss important deadlines sent to their email address identified above, it will be at no fault of the PSC (unless the Bidder has previously advised the Contracting Authority of a change in their email address).**

## 1. STANDARD INFORMATION, INSTRUCTIONS AND CONDITIONS TO THE BIDDER

This is a request (hereafter referred to as a Request for Proposal, RFP or solicitation) that proposals be developed and submitted to the Public Service Commission of Canada (PSC) setting out the alternative means by which several technical, performance, time and other goals and objectives may be best met, having regard to stated mandatory requirements. The PSC will consider entering into a contract for the implementation of the most acceptable proposal, which will be determined by the evaluation of factors set out in this RFP. In addition, the proposal will be measured against the content terms and conditions set forth in this RFP.

### 1.1 Information:

#### 1.1.1 Standard Information:

- a) The PSC reserves the right to choose the firm or joint venture that best meets the requirements, without incurring any obligation to any other firms having responded to this solicitation. The proposal that is lowest in cost shall not necessarily be chosen.
- b) The PSC reserves the right to accept any proposal without negotiating with the bidder. It is the responsibility of the bidder to obtain all information on the project before bidding.
- c) Nothing herein shall be construed so as to legally oblige the Public Service Commission of Canada (PSC) to place any orders for goods or services with the Contractor, or to spend the estimated expenditures (if any) or any monies whatsoever. The Contractor acknowledges that it may not be requested by the Public Service Commission of Canada to provide any goods or services whatsoever, in which case no obligation to make any payment shall arise, and that Public Service Commission's liability in any event shall be limited to payment for the actual amount (if any) of services called up or requisitioned within the period specified herein.
- d) The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of the individuals provided for this work are engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees and/or individuals, including those required for Canada or Quebec Pension Plans, unemployment insurance, workers compensation, or income tax.

#### 1.1.2 Joint Venture:

1.1.2.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the Procurement Business Number of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- (d) the name of the joint venture, if applicable.

1.1.2.2 If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

1.1.2.3 The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

## 1.1.3 Right To Negotiate or Cancel:

The PSC reserves the right to further negotiate with bidders in order to arrive at the most cost effective contract that is in keeping with the terms and conditions of the Request for Proposals or, alternatively, not to award a contract at all.

## 1.2 Instructions:

### 1.2.1 Confidentiality:

All bidders submitting proposals shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by the PSC and shall not communicate such information, documents or materials to any third party without the prior consent of the PSC.

### 1.2.2 Monitoring:

The contractor is to monitor the personnel assigned to any contract resulting from this RFP to ensure that the work progresses to the satisfaction of the Project Authority.

The contractor is also responsible for monitoring and verifying the days billed using periodic audits.

### 1.2.3 Standard Instructions:

- a) It is essential that items 9.1 and 9.2 in this solicitation be fully described in the proposal. Any failure to provide information shall work to the disadvantage of the bidder.
- b) The bidder's proposal must conform to the stipulated format indicated in section 3. "PRESENTATION OF PROPOSAL" and section 9. "EVALUATION CRITERIA AND SELECTION METHOD". If the bidders feel that certain items restrict them in some way, they must indicate this in their proposals. Any deviation from the conditions laid down in this document must be described in detail with supporting arguments.

## 1.3 Conditions:

### 1.3.1 Conditions to Bidders:

Bids submitted in response to this solicitation shall be valid in all respects for not less than ninety (90) calendar days from the closing date of this request.

### 1.3.2 General Conditions, Supplementary Conditions, and Terms of Payment:

The attached Annex A, General Conditions, Annex B, Supplementary Conditions, Annex C, Terms of Payment, are hereby incorporated into and form part of this solicitation. Submission of a bid constitutes acknowledgement that the bidder has read and agrees to be bound by such instructions.

## 1.4 Office of the Procurement Ombudsman (OPO):

The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 2. SUBMISSION OF PROPOSAL

Bidders must submit **four (4) copies** of the **technical proposal** and **two (2) copies** of the **financial proposal** to the PSC (see page 1 for complete address) no later than **September 29, 2015 at 2:00 PM Eastern Daylight Saving Time**. It is the responsibility of the bidders to ensure that proposals are received at the required address before closing date and time. **Proposals will not be accepted after 2:00 PM Eastern Daylight Saving time and will be returned unopened to the sender.**

Proposals should be concise and should address, but not necessarily be limited to, the evaluation and selection criteria. Items not addressed will be given a score of zero. Bids will be evaluated solely on their content.

Due to the high risk of technical difficulties and unsecured equipment, electronic transmission of proposals by such means as electronic mail, facsimile, or commercial telex is not considered to be practical and therefore **will not be accepted.**

During the bid evaluation period, bidders may or may not be required to supply other information to support, validate or clarify the details included in bids. Information shall be made available to the PSC within five (5) working days of receipt of a request.

### 3. PRESENTATION OF PROPOSAL

Each bid must be in two parts (3.1 and 3.2) and **submitted in separate envelopes:**

#### 3.1 **Technical Proposal** with no reference to price:

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein. The technical proposal must also include all required Certifications.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered “demonstrated” for the purpose of this evaluation. The bidder should provide complete details as to where and when (month and year) the experience was acquired.

#### 3.2 **Financial Proposal:**

Bidders must provide:

- A firm all-inclusive hourly rate for each resource category (Monitor and Stand-by Monitor) for the original contract as well as the two (2) optional one (1) year periods.
- A guaranteed minimum hour of pay for services for the Stand-by Monitor category, **which cannot exceed 4 hours.**

The table found in “Annex D – Basis of Payment” of this RFP must be included as part of the financial proposal. The price quoted is to be exclusive of the applicable taxes.

### 4. ENQUIRIES DURING THE SOLICITATION PERIOD

All enquiries regarding the proposal solicitation must be submitted by e-mail to the Contracting Authority at the address given on page one (1) of this Solicitation, as early as possible within the bidding period. Enquiries must be received no less than four (4) calendar days prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be answered.

To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named on page one (1) of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of bids.

### 5. REQUIREMENT

#### 5.1 **Title:**

Provision of individuals for test monitoring and related services for Public Service Commission (PSC) examination activities on a national or regional “as and when required” basis.

### 5.2 Objective:

The PSC requires the services of a contractor to provide individuals that will monitor standard tests and provide support services at various locations and dates throughout Canada on an “as and when required basis”.

### 5.3 Background:

The PSC manages testing requirements across the country and is the managing organization for federal government staffing/recruitment programs and processes. The largest testing requirement stems from the Post-Secondary Recruitment (PSR) program. As the PSC footprint has significantly reduced, a partly contracted service delivery methodology is sought to address the needs as they arise.

The Post-Secondary Recruitment campaign generally begins in early fall, though additional job opportunities may be advertised throughout the year. The testing program can involve upwards of 15,000 tests on select dates at different sites across Canada. Locations for testing may include major metropolitan areas as well as smaller cities. The number of candidates and the number of tests to be administered on a given day are not known until several weeks before the testing date. The number of candidates participating in writing the exams at a single location can range from a few candidates to several thousand.

The average duration of tests varies from 90 to 140 minutes, with an additional 30 to 60 minutes for check-in and administration. Several different tests could be administered from the same location, in a prescribed sequence. At some locations, testing activities begin early in the morning and go to late afternoon; in other situations, the “testing day” is not as long, with testing occurring either during the day or early evening. Although testing normally takes place on a Saturday, there may be a requirement for day or evening testing on any day of the week. The importance of these services makes it imperative that the tests be conducted smoothly, competently and with probity.

The Post-Secondary Recruitment program is a targeted recruitment campaign to attract post-secondary graduates for entry level positions in the federal government.

More information about the Post-Secondary Recruitment campaign can be found at the following Web site:  
<http://jobs-emplois.gc.ca/psr-rp/index-eng.php>.

### 5.4 Scope and Tasks:

**5.4.1** The scope of the resulting contract will be to provide some of the human resources to act as Test Monitors and other related services on an “as and when requested” basis to assist with the execution of the examination process, including but not limited to the PSR campaign. These services will be provided in major metropolitan areas and in smaller cities across Canada. Major metropolitan area examples are the Greater Toronto Area, Ottawa/Gatineau, Montreal and Vancouver. Examples of smaller cities include Victoria, Regina, Edmonton, Calgary, Quebec City, Whitehorse or St. John’s. It is anticipated that the majority of examinations will be conducted in close proximity to major universities and colleges.

**5.4.2** On an as required basis, ordered by a Task Authorization (TA) approved by the PSC, the Contractor shall undertake and complete the tasks specified in each TA. These tasks shall include any or all of the following, plus other related tasks required to conduct the necessary examinations at the time and place specified in the TA:

- At the time and place specified in the TA, provide the required number of Test Monitors and Stand-by Monitors specified in the TA who meet the requirements identified in Section 5.4 of this document;
- Provide a central point of contact for the entire testing period, who will coordinate activities for the Contractor and respond to the PSC’s Departmental Representative;
- Coordinate the scheduling of the training sessions (delivered by the PSC) for Test Monitors and Stand-by Monitors in advance of the examination (usually done on the morning of the testing day) and ensure that Monitors sign Annex E – Resource Agreement to Terms and Conditions, confirming that they will not write the same version of the test(s) that they will be involved with for a minimum of six (6) months after reading the Test Administration Manual and/or attending the testing session(s). Monitors must be made aware of this requirement prior to arrival at the designated examination location;



- Ensure that all Monitors are fully aware of the requirement to ensure the security and confidentiality of the testing materials as per Section 5.8 “Confidentiality and Material” and agree to maintain the confidentiality, in accordance with Section 5.8;
- Ensure that the Test Monitors report for work suitably attired in business casual wear and maintain a high level of business ethics in their actions and activities;
- Ensure that the Test Monitors and Stand-by Test Monitors are fully aware that they may be released at any time during the testing day; and
- When deemed necessary due to a large number of Monitors and Stand-by Monitors, and indicated in the TA, provide an employee on-site to act as a central point of contact and coordinator on the testing day. The coordinator shall be responsible for collecting the completed and duly signed Annex E – Resource Agreement top Terms and Conditions and submit them to the PSC site administrator on the testing day.

### 5.4.3 The Test Monitors shall be required to:

- Attend the mandatory training session to be provided prior to the testing session. Attendance is mandatory, even if the Test Monitor has previously taken the training;
- One (1) Monitor per 25 candidates is required. Monitors must be able to stand for long periods of time.
- Under supervision of the PSC representative, load and unload all shipping material before and after the exam;
- Assist with the preparation of the testing rooms and registration facilities;
- Register candidates before each test;
- Verify photo ID upon request from the PSC;
- Distribute and collect test booklets;
- Monitor candidates during testing to ensure that there is no cheating;
- Stand for long periods of time.

### 5.4.4 All Monitors and Stand-by Monitors will receive instructions from the PSC Departmental Representative.

### 5.4.5 Activities of provided Monitors may be guided by manuals, such as the PSC Administration Manual used for the PSR campaign. Other manuals may be provided for other testing sessions and will be provided by the PSC. If the PSC Administration Manual is updated after the resulting contract award, the Project Authority will provide the latest version to the Contractor.

### 5.4.6 The services required will be primarily dictated by the number of candidates registered and attending the testing session at any given location.

### 5.4.7 Specific tasks, activities, deliverables and timelines will be determined by the PSC Departmental Representative and identified in each TA.

### 5.4.8 The Contractor must attach the Monitor Attendance Sheet for the work being charged on each invoice. One Monitor Attendance Sheet should be completed for each TA. A sample Monitor Attendance Sheet can be found at Annex G.

## 5.5 Constraints:

### 5.5.1 No expenses for travel, meals or any other personal incurred costs will be reimbursed.

### 5.5.2 All Monitors must be 18 years of age or older, must have at least a secondary school diploma and must have experience in working in an operational environment in order to be eligible to work under the proposed contract.

### 5.5.3 As the requirement for Test Monitors can vary during a testing session, the PSC may release some Monitors or Stand-by Monitors at any time during the day. Stand-by Monitors will be paid for the guaranteed minimum hours of pay for services stipulated in the contract, or be paid for the duration of the testing session (in hours) stipulated in the TA, **whichever is less**. Monitors who have worked for **more** than

the guaranteed minimum hours will be paid for hours of service worked; Monitors who have worked **less** than the guaranteed minimum hours will be paid either their hourly rate multiplied by the guaranteed minimum hours, OR their hourly rate multiplied by the duration of the testing session (in hours) stipulated in the TA, **whichever is less**.

The Contractor must ensure that all monitors and Stand-by Monitors are aware of this prior to the testing session. It remains at the discretion of the PSC Departmental Representative not to retain the services of a Test Monitor and/or a Stand-by Monitor, without pay, upon their tardiness or absence during the instruction period.

- 5.5.4** Each TA will specify the time at which the Test Monitors and/or Stand-by Monitors are required to be at the testing location. Should the Monitors and/or Stand-by Monitors arrive early, they will only be paid for hours of work starting at the time specified in the TA. However, if the Monitors and/or Stand-by Monitors arrive on-site at a later time than the time specified in the TA, they will only be paid from the time they start working. If they are late and the tests have already started, they will be dismissed for their tardiness and will not be paid. The Contractor must ensure that all Monitors and Stand-by Monitors are aware of this prior to the testing session.

### **5.6 Client Support:**

The PSC will provide the following to the Contractor:

- The specific location, date and time for each examination; the number of Monitors and Stand-by Monitors required for the testing day and the number of English and/or French Monitors needed. This information will be detailed within the TA.
- The Crown shall be responsible for the security of test material; Access to the PSC Departmental Representative and/or PSC personnel, or other federal public servants, as required for the successful provision of the services, and with prior authorization by PSC's Departmental Representative, for the duration of the Contract;
- Access to relevant documentation and reference materials to which the Contractor would not otherwise have access, such as the Administration Manual;
- Other assistance and support, as appropriate;
- A PSC or other government representative will be present at every examination location.

### **5.7 Travel:**

The PSC is not responsible for any travel expenses resulting from this work.

### **5.8 Confidentiality and Material:**

- The Contractor and supplied Monitors shall keep confidential all information provided to the Contractor and supplied to Monitors by the PSC in connection with the work, including any information that is confidential or proprietary. The Contractor and supplied Monitors shall not disclose any such information to any person without the written permission of the PSC, except that the Contractor may disclose to a subcontractor, authorized by the PSC, information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor and supplied to Monitors by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada.
- The Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the PSC dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- The tests and their contents are designated PROTECTED B. Any disclosure of test content is in contravention of the Policy on Government Security and the use of such improperly obtained or transmitted information could be found to contravene the provisions of the Public Service Employment Act (PSEA). Parties involved in the disclosure of, or improper use of, protected test content may be the subject of an investigation under the PSEA, where a finding of fraud could result in criminal prosecution and/or civil action. The Contractor must ensure that the provided Monitors are made aware of and comply with this restriction.

- The Contractor and supplied Monitors must not remove any provided materials or assets from the identified and approved work site(s), and the Contractor must ensure that the provided Monitors are made aware of and comply with this restriction.
- The Contractor and supplied Monitors shall not copy, duplicate or replicate any material in part or in whole by electronic or any other means. The Contractor and supplied Monitors must not circulate the training information provided to them and must not discuss the contents of any material supplied to them on the day of testing.

**5.9 Meetings:**

The Contractor's representative may be required to meet with PSC personnel at a PSC site or designated test site, as required.

**5.10 Official Languages:**

In accordance with the terms of their accepted proposal, the Contractor shall be capable of corresponding with the PSC in both official languages of Canada. However, it is anticipated that the majority of work will be conducted in English.

Test Monitors provided by the Contractor shall be capable of delivering the services in the official languages specified in the applicable TA.

**5.11 Intellectual Property:**

No intellectual property will arise by virtue of this contract.

**5.12 Green Procurement and Services:**

The contractor should make every effort to ensure that all documents prepared or delivered are printed double-sided on Ecology-certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is practicable.

**6. PERIOD OF PROPOSED CONTRACT**

The period of the proposed contract shall be for one (1) year, from the date of contract award.

The contractor grants to the Public Service Commission of Canada the irrevocable option to extend the period of the contract by up to two (2) additional one (1) year periods under the same terms and conditions.

The Public Service Commission of Canada may exercise this option at any time by sending a written notice to the Contractor prior to the contract expiry date.

The contractor agrees that, during the extended period of the Contract, the rates/prices will be in accordance with the provisions of the contract.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal Contract Amendment.

**7. ESTIMATED FUNDING**

The **estimated budget per year** for the proposed contract is \$25,000.00 including applicable taxes.

**8. TASK AUTHORIZATION**

**8.1 Task Authorization Form:**

All work to be provided under this Contract on an "as and when requested" basis will be ordered by the Public Service Commission (PSC), using form PSC 3351.

### 8.2 Task Authorization Limit and Approval Authority:

The PSC Departmental Representative may approve Task Authorizations (TA) up to a limit of \$20,000.00 per TA ("TA Limit"), including any amendments thereto and applicable taxes.

Any TA to be issued in excess of \$20,000.00 (taxes included) or any TA Amendment over the TA Limit must be forwarded to the PSC's Procurement Services for approval and issuance under the terms and conditions of the Contract.

### 8.3 Task Authorization Request:

It is understood and agreed by the Contractor that the work to be provided under a TA is on an "as and when requested" basis and it is further agreed that:

- (a) An obligation will come in to force only when there is a TA issued and only to the extent designated in the TA;
- (b) The work to be performed under any TA, including any amendments thereto, shall fall within the scope of work described in Appendix D, Statement of Work of the resulting Contract;
- (c) Any and all authorized TA(s) is/are deemed to incorporate all the articles, terms and conditions contained or referenced in the resulting Contract;
- (d) A TA will use as a basis of payment the firm hourly rate(s), not to exceed a financial limit, in accordance with the rates established in the Appendix C, Terms of Payments of the resulting contract;
- (e) The cumulative value of all authorized TAs must not exceed the value of the resulting Contract;
- (f) The Contractor shall not be paid for providing any information in relation to the preparation of a TA Request, nor for preparing and providing a proposal in relation to a TA;
- (g) Whether or not to approve or issue a TA or an amendment thereto is entirely at the discretion of the PSC Departmental Representative as the case may be; and
- (h) The Contractor shall not commence work until an approved TA Request has been received from the PSC Departmental Representative. Any and all work performed in respect of a TA, in the absence of an approved TA, will be done at the Contractor's own risk, and Canada shall not be liable for payment therefore. In the event that the Contractor elects to proceed with the performance of any work that is outside an approved TA, in anticipation of the issuance, or a modification to, a TA, or otherwise, the Contractor acknowledges that it does so at their own risk.

### 8.4 Task Authorization Process

**A TA will be issued for each testing location**

#### Step 1

For each TA request, the Project Authority will send to the Contractor:

- The date and time when the monitoring services shall be performed;
- The location where the monitoring services shall be performed;
- The specific number of Monitors and Stand-by Monitors needed; and
- The official language in which the required services shall be delivered (if applicable).

#### Step 2

At least ten (10)\* working days prior to the date which the service is required, the Contractor must submit a list of all proposed Monitors, including the Stand-by Monitors, to the Project Authority for approval. The Contractor must also provide the name of the central point of contact for the day of testing. If for any reason it becomes apparent to the Contractor that they will not be able to meet the PSC's requirements prior to the date prescribed, the Contractor must advise the Project Authority immediately.

If the service is required on a Sunday, the list of proposed Monitors will have to be submitted at least eleven (11)\* working days prior to the date on which the service is required.

\* The number of working days can be negotiated with the Project Authority upon contract award.

**Step 3**

Upon acceptance of the proposed Monitors, the Contractor will be authorized by the Project Authority to proceed with the work by issuance of a Task Authorization Contract form PSC-3351. The Contractor shall not undertake any of the specified work unless and until a Task Authorization Contract is issued.

At least three (3) days prior to the date which the service shall be performed, the Contractor must send a copy of the latest version of the Administration Manual to all accepted Monitors. All Monitors must have read the Administration Manual prior to commencing the work. The Monitors will be asked to sign a document confirming they read and understood the document and will also be asked to sign the Resource Agreement to Terms and Conditions (see Annex G), confirming that they will not write the same version of the test(s) that they will be involved with for a minimum of six (6) months after reading the Test Administration Manual and/or attending the testing session(s).

Both attestations will be given to the PSC Departmental Representative.

**8.5 Minimum Hours of Pay for Cancelled Testing Sessions:**

In the event that a testing session is cancelled within 24 hours or on the day of the testing session, the PSC will pay the contractor as follows:

For each Stand-by Monitor specified in the TA: The PSC will pay either the guaranteed minimum hours of pay for services stipulated in the contract, OR for the duration of the testing session (in hours) stipulated in the TA, **whichever is less**.

For each Monitor specified in the TA: The PSC will pay either the Monitor hourly rate multiplied by the guaranteed minimum hours, OR the Monitor hourly rate multiplied by the duration of the testing session (in hours) stipulated in the TA, **whichever is less**.

The PSC shall not be liable to the Contractor if notice is sent to the Contractor at least twenty-four (24) hours prior to the start date of the testing session. Under no circumstances shall the Contractor be paid or reimbursed for costs incurred.

**9. EVALUATION AND SELECTION CRITERIA METHOD**

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposals failing to adequately respond to the mandatory requirements will be excluded from further considerations. Only proposals found to meet the mandatory requirements will be evaluated for additional rated requirements. The technical proposal should address each of the requirements in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered “demonstrated” for the purpose of this evaluation. The bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained.

## Solicitation Number CON15-1013

### 9.1 Mandatory Requirements:

Ref #	MANDATORY CRITERIA	MET	NOT MET
M.1	<p>The Bidder MUST submit with its technical proposal a completed and signed “<b>Proposal to the Public Service Commission Bidder Information and Authorization</b>” form as provided on page 4 of this solicitation document.</p> <p><i>Bidders who do not submit the “Proposal to the Public Service Commission Bidder Information and Authorization” form with their proposals will have 72 hours (three business days) to provide it. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</i></p>		
M.2	<p>The Bidder MUST submit with its technical proposal, completed and signed copies of all certification clauses provided in section 11 “CERTIFICATION”.</p> <p><i>Bidders who do not submit the copies duly completed and signed with their proposals will have 72 hours (three business days) to provide them. If the copies are not provided within the 72 hours, the proposal will be deemed non-compliant.</i></p>		
M.3	<p>The Bidder MUST identify at least one event during the last five years, from the date of bid closing, for which it has provided multiple (at least 30) resources, by providing the following</p> <ul style="list-style-type: none"> <li>- the name of the event;</li> <li>- the number of resources the Bidder provided;</li> <li>- the city in which it was held; and</li> <li>- the date on which it occurred.</li> </ul>		
M.4	<p>The Bidder MUST demonstrate an active business presence in all the provinces within Canada. An active business presence is defined as a current permanent office location. Should the Bidder submit the business presence of a subcontractor to meet this requirement, the Bidder MUST provide proof of the contractual agreement between the Bidder and the subcontractor for the business presence to be accepted.</p>		
M.5	<p>The Bidder MUST identify in its proposal a single point of contact for the receipt of task authorizations.</p>		
M.6	<p>The Bidder MUST confirm it has the ability to provide resources that have a working level proficiency to speak and read in either official language (English or French).</p>		
M.7	<p>The Bidder MUST certify that all the provided resources will have as a minimum a Secondary school diploma <b>and will be 18 years of age or older.</b></p>		
M.8	<p>The Bidder MUST certify that all the provided resources will have experience in working in an operational environment.</p>		

## Solicitation Number CON15-1013

### 9.2 Rated Requirements:

A minimum overall score of 100 points shall be required for the proposal to be judged valid and responsive. Proposals achieving less than 100 points will be deemed non-compliant and will not be considered further.

Item #	Requirements Technical Rating	Scoring method	References Section / Page in Bidder's Proposal
R.1	<p>i. The Bidder should demonstrate that it has a significant business presence in each province by providing the addresses of its offices and/or facilities in each province <b>excluding</b> those provided in response to Mandatory Requirement M.4.</p> <p>The Bidder will be evaluated on the number of business presence locations within a province above and beyond the mandatory minimum.</p> <p>Should the Bidder submit the business presence of a subcontractor to meet this requirement, the Bidder <b>MUST</b> provide proof of the contractual agreement between the Bidder and the subcontractor for the business presence to be evaluated.</p> <p>ii. *Additional points will be given by providing addresses of its offices and/or facilities in Yukon, NWT and Nunavut.</p>	<p>i. <b>One point</b> per business presence will be provided up to a maximum of 5 points per <b>province (up to a combined maximum of 50 points)</b></p> <p>ii. <b>One point</b> per business presence will be provided up to a maximum of 5 points per territory. <b>(up to a combined maximum of 15 points)</b></p> <p><b>TOTAL Maximum points combined (i) and (ii) of 65 points</b></p>	
R.2	<p>The Bidder should demonstrate that it has the capacity to provide multiple resources on a single day by specifying:</p> <ul style="list-style-type: none"> <li>- the dates;</li> <li>- the name and number of events supported on that date;</li> <li>- the locations of the events; and</li> <li>- the number of provinces in which the events were held if applicable.</li> </ul> <p>The Bidder will be evaluated on the number of times it has provided single-day resources on the same day in one (1) calendar year.</p>	<p>Points will only be awarded if, on a single day, at least 20 resources were provided:</p> <ul style="list-style-type: none"> <li>- 5 points per provided day up to a maximum of 30 points.</li> </ul> <p>Additionally, points will be awarded if on a single day, multiple resources (at least 20) were provided at multiple locations (at least 2):</p> <ul style="list-style-type: none"> <li>- 1 point per geographic location (city or town) up to a maximum of 10 points.</li> <li>- 1 point per province up to a maximum of 10 points.</li> </ul> <p><b>Maximum 50 points</b></p>	

Item #	Requirements Technical Rating	Scoring method	References Section / Page in Bidder's Proposal
R.3	<p><b>Approach and Understanding</b></p> <p>The Bidder should outline the approach or plan that it proposes to use in sufficient detail to demonstrate that the Bidder understands the requirement sufficiently to respond to a Task Authorization (TA).</p> <p>The response should outline the following:</p> <ul style="list-style-type: none"> <li>- the Bidder's understanding of the requirement;</li> <li>- a description on how it will respond to a TA;</li> <li>- the source for Test Monitors in various regions;</li> <li>- the organization of the project team with assigned areas of responsibilities;</li> <li>- a sequence of tasks or activities required; and,</li> <li>- a schedule of typical milestones.</li> </ul> <p>The description should also include an outline of expected challenges and risk areas with any proposed action.</p> <p>The description is limited to three (3) 8 x 11 1/2 pages. If the description exceeds three pages, the information on the additional pages will not be evaluated.</p> <p><b>Maximum 30 points</b></p>	<p><b><u>The submitted approach:</u></b></p> <ul style="list-style-type: none"> <li>- Demonstrated a clear understanding <b>(3 points)</b></li> <li>- Is clearly written, easy to understand <b>(3 points)</b></li> <li>- Is logical, follows each step <b>(3 points)</b></li> <li>- Is organized <b>(3 points)</b></li> </ul> <p><b><u>Is relevant:</u></b></p> <ul style="list-style-type: none"> <li>- addresses all of the elements requested <b>(8 points)</b></li> <li>- addresses many but not all of the elements requested <b>(4 points)</b></li> <li>- addresses few of the elements requested, and several key points are not addressed <b>(2 points)</b></li> <li>- does not address the elements requested <b>(0 point)</b></li> </ul> <p><b><u>Identifies challenges and risks:</u></b></p> <ul style="list-style-type: none"> <li>- Identifies all of the major challenges and risks <b>(15 points)</b></li> <li>- Identifies many but not all of the major challenges and risks <b>(10 points)</b></li> <li>- Identifies few of the major challenges and risks, and several key points are not identified <b>(6 points)</b></li> <li>- Does not identify any of the major challenges and risks <b>(0 point)</b></li> </ul> <p><b><u>Is feasible:</u></b></p> <ul style="list-style-type: none"> <li>- The approach is complete; all of the statements and strategies introduced are supported <b>(10 points)</b></li> <li>- The approach is thorough, but some of the statements and strategies rely on assumptions <b>5 points)</b></li> <li>- The approach does not present supported strategies <b>(0 point)</b></li> </ul> <p><b>TOTAL Maximum of 45 points</b></p>	
<b>A minimum pass mark of 100/160 points is required</b>			
<b>Total Points Available: 160 points</b>			



**Solicitation Number CON15-1013**

**9.3 Financial Table**

Resource Category	Guaranteed minimum hours of pay for services, <u>which MUST NOT exceed 4 hours.*</u>	Hourly Rate Initial Contract Period	Hourly Rate Option year 1	Hourly Rate Option year 2	Average Hourly Rate (B+C+D)/3	Pro-rated Rate (For evaluation purposes ONLY)
Monitor	N/A	(B) \$ _____	(C) \$ _____	(D) \$ _____	(E) \$ _____	(F)=(E)x8 \$ _____
Stand-by Monitor	(A) _____ hours	(B) \$ _____	(C) \$ _____	(D) \$ _____	(G) \$ _____	(H)=(A)x(G) \$ _____
<b>TOTAL BID PRICE (for evaluation purposes ONLY) (F) + (H): \$ _____</b>						

\* Bidders **MUST NOT** propose a Guaranteed minimum hours of pay for services that exceeds four (4) hours. If a Bidder proposes a Guaranteed minimum hours of pay for services that exceeds four (4) hours, the Bidder’s proposal will be **considered non-compliant and WILL NOT be evaluated further.**

For the purposes of bid evaluation, the TOTAL BID PRICE will be calculated as follows:

- 1) For the Monitor, the hourly rates will be averaged for the Initial Contract Period, Option Year 1 and Option Year 2 (see (E)); this average will be pro-rated by multiplying the average hourly rate by 8 (see (F));
- 2) For the Stand-by Monitor, the hourly rates will be averaged for the Initial Contract Period, Option Year 1 and Option Year 2 (see (G)); this average will be pro-rated by multiplying the average hourly rate by the Guaranteed minimum hours of pay for services proposed by the Bidder (see (H)) ; and
- 3) The TOTAL BID PRICE will be the calculated by adding the pro-rated rate for the Monitor to the pro-rated rate for the Stand-by Monitor.

**9.4 Contractor Selection Method:**

To be considered responsive, a proposal must:

- (a) Meet all the mandatory evaluation criteria of this RFP;
- (b) Obtain a minimum pass mark of 100 points of the rated criteria; and
- (c) Propose a Guaranteed minimum hours of pay for services that does not exceed four (4) hours.

Contractor selection will be based on the Bidder offering the lowest responsive cost-per-point proposal, determined by dividing the total bid price by the total points achieved in the technical evaluation of the bidder’s proposal. Please refer to Section 9.3 – Financial Table for details regarding the calculation of the total bid price.

Where two (2) or more responsive proposals achieve the identical point rating, the proposal which achieved the highest technical rating will be recommended for award of a contract.

**10. ABORIGINAL SUPPLIER**

**10.1 Self-identification:**

The PSC has made a commitment to increase contracting actions between the federal government and Aboriginal businesses, in accordance with The Procurement Strategy for Aboriginal Business. In order to assist the PSC in reporting contracting activities with Aboriginal businesses, it is important that Aboriginal bidders identify themselves as such by completing and providing appropriate Certification Requirements which have been developed by the Department of Aboriginal Affairs and Northern Development Canada.

**11. CERTIFICATION**

Bidders must include the following clauses signed with their proposal:

**11.1 Certification of Education and Experience:**

The bidder hereby certifies that all statements made with regard to the education and experience of individuals proposed for completing the subject work are accurate and factual, and that the PSC reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the PSC may consider appropriate.

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Signature of authorized representative

Date

**11.2 Certification of Availability:**

The bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the individuals proposed in its bid will be available to commence performance of the work within the time specified in the RFP, and will remain available to perform the work in relation to the fulfilment of the requirement. Once the Contract is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

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Signature of authorized representative

Date

**11.3 Former Public Servant Certification**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

**Definitions**

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.

## Solicitation Number CON15-1013

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"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: 2012-2 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

### 11.4 Federal Contractors Program For Employment Equity - Over \$25,000 And Under \$1,000,000:

Organizations that are subject to the FCP-EE but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the GCRs (currently \$25,000 including applicable taxes) by HRDC-Labour, either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold.

## Solicitation Number CON15-1013

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Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000 including applicable taxes) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

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Signature of authorized representative

Date

The bidder acknowledges that the PSC shall rely on this certification to award the contract. Should a verification by the PSC disclose a misrepresentation on the part of the bidder, the PSC shall have the right to treat any contract resulting from this bid as being in default.

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Signature of authorized representative

Date

### 11.5 Conflict of Interest

The Bidder acknowledges and agrees that it is a term of this RFSO that no person who is not in compliance with the provisions of [Chapter 2 - Conflict and Interest Measures](#) and [Chapter 3 - Post-Employment Measures](#) of the *Values and Ethics Code for the Public Service* (current version) shall derive any direct benefit from this RFSO, any resulting Standing Offer and/or Call-up. The Bidder further acknowledges and agrees that failure to comply with the provisions of chapters 2 and 3 referenced herein will render the Bidder ineligible to provide services under any Standing Offer or Call-up resulting from this RFSO.

The Bidder certifies that he has not accepted or received, directly or indirectly, advantage, benefit, preferential treatment or assistance of any kind through a member of his family or a friend in relation to this RFSO and any resulting Standing Offer or Call-up.

---

Signature of authorized representative

Date

ANNEX A  
GENERAL CONDITIONS

ANNEX B  
SUPPLEMENTARY CONDITIONS

ANNEX C  
TERMS OF PAYMENT

[The above documents are available at the following website:](http://www.psc-cfp.gc.ca/abt-aps/bus-aff/index-eng.htm)

<http://www.psc-cfp.gc.ca/abt-aps/bus-aff/index-eng.htm>

**ANNEX D**

**Basis of Payment**

The Bidder MUST include this completed table in its' Financial Proposal.

<b>Resource Category</b>	<b>Guaranteed minimum hours of pay for services, <u>which Must Not exceed 4 hours</u></b>	<b>Hourly Rate Initial Contract Period</b>	<b>Hourly Rate Option year 1</b>	<b>Hourly Rate Option year 2</b>
Monitor	N/A	\$ _____	\$ _____	\$ _____
Stand-by Monitor	_____ hours	\$ _____	\$ _____	\$ _____

The Bidder must provide:

- A firm all-inclusive hourly rate for each resource category (Monitor and Stand-by Monitor) for the original contract as well as the two (2) optional one (1) year periods.
- A guaranteed minimum hour of pay for services for the Stand-by Monitor category. The same guaranteed minimum hours of pay will be applied to Monitors released before having worked those minimum hours.

The price quoted is to be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Please indicate the taxes separately:

Taxes : \_\_\_\_\_ ( \_\_\_\_\_ %)

The Monitors will be paid for the total number of hours worked (including lunch hour and other breaks) but will not be paid before the starting hour specified in the TA.

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ANNEX E  
**Resource Agreement to Terms and Conditions**

**This Agreement MUST be signed prior to receiving any PSC materials without exception**

The following test(s) will be conducted in the presence of the below stated (initial beside each listed test):

GRT-316 \_\_\_\_\_

SJT-318 \_\_\_\_\_

WCPT-351 / ECCE-353 \_\_\_\_\_

Other Tests: \_\_\_\_\_ ---- \_\_\_\_\_ (please specify the test)

I, \_\_\_\_\_ on this day \_\_\_\_\_ am in acceptance and agreement to the following terms and conditions.

1. Will in good faith keep confidential, data and information provided by employees and agents of Her Majesty, will not discuss (verbally or otherwise) and not publish or cause to be published any document or other writing or similar matter relating to the examination.
2. Declare that I have no pecuniary interest in the business of any third party that would cause a conflict of interest in carrying out the work.
3. Agree to declare, prior to writing any PSC administered test, that I have provided Test Monitoring Services.
4. Declare that I have read and understand the Administration Manual.
5. Agree to declare to the Test Administrator, as soon as possible, if I know personally (a) candidate(s) who are writing the tests that I am requested to monitor.

**Declaration also to be signed by Federal Public Service Employees acting as Test Administrators at testing sites**

**TO BE SIGNED BY CONTRACTOR**

Name	
Signature	

**TO BE SIGNED BY FEDERAL PUBLIC SERVICE EMPLOYEES ACTING AS TEST ADMINISTRATORS AT TESTING SITES**

Name	
Signature	

**ANNEX F**  
**Administration Manual**

The PSC Administration Manual will be provided to the Bidder upon contract award.



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ANNEX G

**Monitor Attendance Sheet**

**Task Authorization #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**PSC Departmental Representative:** \_\_\_\_\_

Monitor Name	Monitor Signature	Start Time	End Time

**PSC Departmental Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

ANNEX H  
Participants Attendance Record

**TEST SESSION ATTENDANCE SHEET - This form can be reproduced locally**  
**REGISTRE DE PARTICIPATION À L'EXAMEN - Ce formulaire peut être reproduit sur place**

Name of test - Titre de l'examen: \_\_\_\_\_

Test number - Numéro d'examen: \_\_\_\_\_

Date of test - Date de l'examen (Y-M-D): \_\_\_\_\_

DEPARTMENT INFORMATION (if applicable) - RENSEIGNEMENTS SUR LE MINISTRE (s'il y a lieu)

**ATTENDANCE RECORD - RELEVÉ DES PARTICIPANTS/PARTICIPANTES**

Candidate's Name (in print) Nom du candidat ou de la candidate (caractères d'imprimerie)	Candidate's signature Signature du candidat ou de la candidate	Candidate Number Numéro du candidat (ex.: S123456)	Test booklet number Numéro du cahier d'examen	Test booklet returned Cahier d'examen remis	Other test material returned Autre matériel d'examen remis
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TEST ADMINISTRATOR - EXAMINATEUR / EXAMINATRICE			
Name – Nom		Telephone number - N° de téléphone Ar. code - Ind. rég.	
Position title -Titre du poste			
Signature		Date	