



The Children's Aid Society of Ottawa | La Société de l'aide à l'enfance d'Ottawa

# **REQUEST FOR PROPOSAL**

**WITH**

**THE CHILDREN'S AID SOCIETY OF OTTAWA (CASO)**

**For**

**PROCESS SERVER SERVICES**

**(Proc-02 )**

**Deadline Submission Date**

**October 21, 2016**

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## **REQUEST FOR PROPOSAL**

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### **SECTION 1 - INTRODUCTION**

#### ***1.1 Proposal Documents, Delivery, and Deadline***

Proponents are requested to submit three (3) proposals in a sealed package marked “Proposal –Process Server” to be received at 1602 Telesat Court, Ottawa, Ontario K1B 1B1 before 16:00 hours, October 24, 2016.

The name and address of the Proponent must be clearly indicated on the face of the sealed package containing the proposal.

The total content of the proposal, including any appendices and attachments, should be outlined in a Table of Contents at the front of the proposal.

Proposals sent by fax or e-mail will not be accepted. Late submissions shall be returned unopened. Incomplete proposals will not be considered.

All proposals should be directed to the attention of:

Tracy Engelking  
Children’s Aid Society of Ottawa  
1602 Telesat Court  
Ottawa, Ontario  
K1B 1B1

#### ***1.2 Overview***

The Children’s Aid Society of Ottawa, (CASO) is a public sector employer with approximately 450 staff members. The mandate of the Society is to protect the children and youth in our community from all forms of abuse and neglect under the provisions of the Child and Family Services Act, (CFSA).

Under the provisions of the CFSA, the Ministry of Children and Youth Services of Ontario contracts with CASO as a transfer payment agency for the delivery of legislated Child Welfare Services in the Ottawa area and provides the majority of the CASO’s funding.

As a consequence of the contractual arrangement between CASO and the Ministry, the Ministry conducts regular reviews and audits to determine funding requirements and to

exercise due diligence. Under Ontario law, the Society is also subject to audits performed by the Auditor General of Ontario.

CASO operates as a separate legal entity, at arm's length from the Ministry and is governed by an independent volunteer Board of Directors. CASO's Board of Directors is 16 members strong, and possesses the multi-disciplined representation necessary for effective governance. The Board meets regularly with Management.

The CASO is accountable to the public for the effective, efficient and responsible use of financial resources.

### **1.3 ONTARIO BROADER PUBLIC SECTOR (BPS) CODE OF ETHICS**

Goal: To ensure an ethical, professional and accountable BPS supply chain

#### **I. Personal Integrity and Professionalism**

Individuals involved with Supply Chain Activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all Supply Chain Activities within and between BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favors, providing preferential treatment, or publicly endorsing suppliers or products.

#### **Accountability and Transparency**

Supply Chain Activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

#### **Compliance and Continuous Improvement**

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

In the course of operations the CASO undertakes a number of initiatives and activities that are outside the core work of the Society. As a result the CASO seeks consultants to achieve our objectives.

Specifically, the CASO may have periodic requirements for the following services:

#### **1.4 General Scope**

The protection of children and youth in our community from all forms of abuse and neglect may require the apprehension of a child from their legal guardian, thus requiring the CASO to appear before the courts within five (5) days of the apprehension, or to respond to previous orders of the court.

This also applies in cases where the CASO is required to appear before the court when there becomes involvement with a family wherein the child(ren) remains in the care of the parent(s) or other identified family member (or adult caregiver) under a “supervision order” that is accompanied by a set of conditions monitored by the CASO on a temporary basis.

Finally in cases where a “society wardship order” or a “supervision order” is made for a specific length of time, (usually varying between three (3) to twelve (12) months) the CASO is obligated pursuant to the *Family Law Rules* to file a “Status Review Application” with the court, along with supporting documentation prior to the expiration of the order.

Once court proceedings have been initiated, the Society is obligated to provide proper “notice” of the proceedings to all involved parties. This obligation is set out in the CFSA. *The Family Law Rules*, which govern practice in the family court, further impose deadlines and rules for how this obligation should be met.

The provision of “notice” includes the delivery or “service” of court documentation which allows every affected party to know the specific court order requested by the Society’s application, the grounds for the proposed finding of “in need of protection” and the facts upon which the application is based. Furthermore, each party is “notified” of how to defend against the Society’s claim and where and when to attend court to do so.

The court views the Society’s obligation to provide notice very seriously especially in situations of apprehension when the first court appearance is within five (5) days of the Society’s intervention and the court is asked to make a temporary or “interim” court order at that time.

If service is not affected properly by the first appearance, the court may not make the interim order sought by the Society. Furthermore, the statutory obligation to provide notice to all parties in the prescribed manner or in a manner otherwise approved by the court is a prerequisite to the final resolution of the Society’s application(s).

If service of the application is not affected in a proper manner, this could result in substantial delay, as the court will not grant the final court order. Once notice has been provided, it is deemed to be sufficient except by further order of the court.

The number of process documents ranges from 6-10 per business day.

### **1.4 Objective**

The objective of this RFP is for CASO to select, in accordance with the terms and conditions of this RFP, a highly skilled, qualified Proponent to provide Process Serving Services.

- 1.1 The approved Proponent for Process Serving will be utilized to provide, as required, Process Serving Services for a contract term of three years, with an option to extend an additional one cycle of two (2) years subject to the Service Provider's original proposal in response to the RFP, unless this Agreement is amended or terminated earlier as hereinafter provided by section five (5) of the Agreement.

## **SECTION 2- GENERAL TERMS AND CONDITIONS**

### **2.1 Instructions for Proponents**

The intent of this RFP document is to secure services under this contract.

By submitting a response to this RFP, the Proponent represents that they have the capabilities and personnel necessary to provide efficient and effective services. A contract that outlines the terms and conditions of the requirements and the services to be performed, and a fee schedule for such services shall be entered into with the successful Proponent.

The following general format is preferred for the RFP submission:

Section	Requirement	Information
1.0	General Information about individual practice or company  Letter of introduction  Understanding of scope and Objectives	<ul style="list-style-type: none"><li>• Proponents should identify themselves and the Lead</li><li>• Proponents should also provide the name, title, address, telephone number, and e-mail address of the authorized official to be contacted in the event of clarifications or further information requests or notifications.</li></ul>

Section	Requirement	Information
2.0	<p>Services:</p> <p>Services available from the Proponent and approach to service delivery</p> <p>Qualification and Experience</p>	<ul style="list-style-type: none"> <li>• Services and Approach- Proponents should outline their services</li> <li>• Proponents should outline experience in working with public sector and/or Child Welfare</li> <li>• Proponent’s approach and timelines to service delivery that respond to the service requirements outlined</li> <li>• Proponents are requested to demonstrate qualifications and experience</li> </ul>
2.1	<p>Ability to fulfill the sequence of requirements</p>	<ul style="list-style-type: none"> <li>• Receive phone referrals followed by a faxed Process Server Request form, on time pick up of legal documents from the CASO main offices. The frequency of this is three (3) or four (4) times per day</li> <li>• Effect personal service on all of the parties identified by the CASO</li> <li>• Where an application is served, a copy of a blank Answer Form is also provided. The number of documents requiring service ranges from between 6-10 per day</li> <li>• Meet the identified time lines for service as outlined in the Family Law Rules. These timelines shall be shared with the process server for each assignment. The time lines are generally abridged in the case of an apprehension due to the requirement for the matter to be heard within five days</li> <li>• Conduct approximately 10% of the service outside of but within the surrounding areas of Ottawa, and approximately 5% in Quebec</li> <li>• Access, on behalf of the CASO, firms to effect service outside of Ontario</li> <li>• Promptly notify the CASO of the inability to affect Service due to incorrect information, inability to locate the person named in the affidavit, or other identified reasons and where required to attend at the CASO offices upon request to review issues associated with delay of service</li> </ul>

		<ul style="list-style-type: none"> <li>• Upon completion of Service the Process Server shall: <ul style="list-style-type: none"> <li>○ Prepare an Affidavit of Service for each party served. In special situations such as where two parties are served at the same time and address, one common Affidavit of Service may be completed for both parties, or where stipulated, the completion of one (1) separate Affidavit of Service per party served</li> <li>○ Ensure timely notification of service to the designated CASO contact person</li> </ul> </li> <li>• Attend at the CASO offices or the courthouse to complete the Affidavit of Service</li> </ul>
3.0	Costs and invoicing	<ul style="list-style-type: none"> <li>• Identify any costs for mileage, transportation or other costs related to the fulfilling of the agreed upon contract and provide the CASO with detailed electronic invoicing for services provided within five (5) working days of completion that includes: <ul style="list-style-type: none"> <li>○ Quantity of Services completed per Court file</li> <li>○ Court file No</li> <li>○ CASO vs. ____</li> <li>○ Cost per unit of Service</li> <li>○ Applicable taxes</li> <li>○ Total for monthly services completed</li> <li>○ All prices shall be quoted in Canadian dollars</li> </ul> </li> </ul>
4.0	Insurance	<ul style="list-style-type: none"> <li>• The Proponent shall maintain Commercial General Liability insurance of not less than \$2,000,000 per occurrence on an Occurrence Basis, Professional Liability insurance of not less than \$2,000,000. The Certificate of Insurance shall be provided no later than two (2) weeks after the effective date of the contract</li> </ul>
5.0	Confidentiality	<ul style="list-style-type: none"> <li>• The obligation for confidentiality is to hold confidential all information acquired in the course of one's work or association with the CASO.</li> <li>• The obligation for confidentiality includes all aspects of the Society's services and administration and extends to all methods by which personal information is collected, shared, recorded, used and stored by an employee or a person acting under the authority of the CASO. This includes information related to clients, foster parents, volunteers, employees and community individuals who become involved with the CASO.</li> <li>• Proponents must agree to have their employees and proposed employees provide consents for appropriate criminal records and internal CASO records checks, and sign Oath of Confidentiality.</li> </ul>

Section	Requirement	Information
6.0	Preparation of References	<ul style="list-style-type: none"> <li>• The CASO reserves the right to ask for references. The proposal should include: <ul style="list-style-type: none"> <li>○ Three (3) business references</li> <li>○ Experience and references of Non-Profit organizations and other Child Welfare organizations would be beneficial</li> </ul> </li> <li>• The CASO reserves the right to verify the information provided in the Proposal regarding references</li> </ul>

## 2.2 Preparation Instruction for Submission

- All submissions must be precise and to the point. The Proponents shall provide a detailed cost breakdown, including any benefits or discounts for not-for-profit organizations. All types of services shall be listed with full details, information and costing.
- The CASO reserves the right to accept any submission, or at its discretion, reject any or all submissions that do not meet the criteria, or for other reasons it deems appropriate, and may choose to interview a select number of Proponents to gain additional information.
- All costs and expenses incurred by each of the Proponents in the preparation and delivery of its RFP or in providing additional information necessary for the evaluation shall be borne solely by the Proponent.
- All information in this RFP is confidential and should not be disclosed except to those responding to the RFP.
- All prices shall be quoted in Canadian dollars and indicating what taxes would be applicable.

## 2.3 Final Acceptance Policy

All proposals submitted shall be the property of the CASO and may be released in part or in total for third party evaluation unless other arrangements are requested at the time of the proposal submission. Neither the transmission of the RFP nor acceptance of a reply shall imply any obligation or commitment on the part of the CASO.

## 2.4 Evaluation Criteria

Each Proponent's proposal will be reviewed and a selection made based on the following criteria:

Evaluation criteria	Points
<p><b>Capability and experience</b></p> <ul style="list-style-type: none"> <li>○ Demonstrated experience and ability to meet the prescribed needs for Process Service as outlined in RFP. Ability to provide both planned and short-notice services</li> <li>○ Experience with non-profit and public sector environments Experience with the work of Child Welfare Agencies.</li> <li>○ Availability of a local office</li> </ul>	25
<p><b>Competitive pricing</b></p> <ul style="list-style-type: none"> <li>○ Cost per unit of Service</li> <li>○ Costs for mileage, transportation or other related costs.</li> <li>○ Monthly invoicing methodology</li> </ul>	35
<p><b>Service Delivery</b></p> <ul style="list-style-type: none"> <li>○ Demonstrated Commitment to timelines and service deliverables,</li> <li>○ Services in French and English when required..</li> </ul>	30
<p><b>References</b> To be contacted upon final selection</p>	10

## 2.5 The Evaluation of RFP Responses

- An evaluation committee consisting of representatives of CASO will conduct the evaluation of the submissions.
- All members of the evaluation committee will sign a confidentiality undertaking with CASO and will be required to keep all the information they acquire during the process of evaluating the submissions confidential.
- The evaluation committee will discuss their reviews and reach consensus on the ranking and ratings of each submission.
- During the evaluation of the RFP Submissions, the CASO may request that any proponent provide further clarification of any part of its RFP Submission. The evaluation of a RFP Submission will include any clarifications provided in writing in response to questions posed by the CASO.

- Should conflict arise with respect to any aspect of this RFP the Complaint Procedure as outlined in the CASO’s policies and procedures will be followed.
- CASO reserves the right to permit a short period of time following the closing date to review minor irregularities and allow for corrections to be made.
- The Proponent is responsible to provide all information requested.

**SECTION 3- THE RFP PROCESS**

**3.1 RFP Process Timetable**

<b>Event</b>	<b>Date</b>
RFP Issue	October 7, 2016
Deadline for clarification and questions	October 14, 2016
Last date for addenda to be issued	October 17, 2016
Submission deadline for this RFP	October 21, 2016
Selection of qualified Proponents to this RFP	October 27, 2016
Posting of selection results.	October 31, 2016

**3.2 Vendor Debriefing**

The selection results, shall be posted in the same manner as the RFP posting no later than November 2, 2016.

A Proponent debriefing can be requested up to sixty days following the closing date by contacting Jacquie Woodward at the e-mail address below.

Any debriefing will focus solely on the submission of the Proponent.

**3.3 Questions**

The Proponents shall submit all questions regarding this RFP no later than October 14, 2016, to the e-mail address noted.

[jacquiewoodward@sympatico.ca](mailto:jacquiewoodward@sympatico.ca)

**4. Contractual Agreement (Appendix A)**