



Request for Proposals

2024-081101P – DETENTION CENTRE SECURITY SERVICES

Saint John, New Brunswick

Request for Proposals No.: 2024-081101P –Detention Centre Security Services

Issued: January 25, 2024

Submission Deadline: Wednesday, February 7, 2024, at 4:00:00 p.m., AST

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“**RFP**”) is an invitation by the Saint John Police Board of Commissioners (the “**Board**”) to prospective proponents to submit proposals for security services for the Saint John Police Force detention Centre as further described in Part 2 – The Deliverables (the “**Deliverables**”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “**Procurement Contact**” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The Board will issue a contract to the successful proponent for the scope of services detailed in this request for proposal of the form found in Appendix E.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The Board makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Board may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for security services for the Saint John Police Force Detention Centre as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

(1) The RFP timetable is tentative only, and may be changed by the Board at any time.

| | |
|--|--|
| Issue Date of RFP | Thursday, January 25, 2024 |
| Deadline for Questions | Tuesday, January 30, 2024, 4:00:00 p.m., AST |
| Deadline for Issuing Addenda | Wednesday, January 31, 2024, 4:00:00 p.m., AST |
| Submission Deadline | Wednesday, February 7, 2024, 4:00:00 p.m., AST |
| Rectification Period | 3 Business Days |
| Evaluation | Complete by Friday, February 23, 2024 |
| Anticipated Deadline for Selection of Highest Ranked Proponent | TBD |

3.2 Submission Instructions

(A) **Proposals Shall be Submitted Electronically**

Proposals are to be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) **Proposals Shall be Submitted in Prescribed Manner**

Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2024-081101P – Detention Centre Security Services – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-081101P – Detention Centre Security Services – Financial Proposal”.

(C) **Proposals Shall Be Submitted on Time**

Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

(D) Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email and in a form similar to item (B) above. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(E) Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Procurement Contact and must be signed by an authorized representative. The Board is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

(1) The Board will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Board issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the Board of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria. The Board may chose to shortlist to any number of proponents should the Board deem it to be in its best interest.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the Board may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the Board.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The Board and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The Board and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the Procurement Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the Procurement Contact shall be deemed to be received once the email has entered into the Procurement Contact's email inbox. No such communications are to be directed to anyone other than the Procurement Contact. The Board is under no obligation to provide additional information, and the Board shall not be responsible for

any information provided by or obtained from any source other than the Procurement Contact.

- (2) It is the responsibility of the proponent to seek clarification from the Procurement Contact on any matter it considers to be unclear. The Board shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the Board, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Board. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the Board may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the Board may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The Board may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the Board

- (1) The Board will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing – Following Award

- (1) Upon written request from any proponent, the Board may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the Procurement Contact no later than 15 calendar days after notification of award.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the Procurement Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the Board, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The Board may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of Board

- (1) All information provided by or obtained from the Board in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the Board and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the Board; and
 - (d) Shall be returned by the proponents to the Board immediately upon the request of the Board.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the Board's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Procurement Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) Neither the proponent nor the Board shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Board by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The Board may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The Board may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

| | |
|--|--|
| Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under Which the Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (If Any): | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Facsimile: | |
| RFP Contact E-mail: | |

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Board and the selected proponent have executed a Contract.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

| FORM | INITIAL TO ACKNOWLEDGE |
|------------------------|------------------------|
| Submission Form | |
| Pricing Form | |
| Reference Form | |

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the Board prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers, or, if no addenda were issued, by writing the word “None”, on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Board to the Board’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #2

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #3

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

APPENDIX D – RFP PARTICULARS

(A) The Deliverables

(1) SCOPE

The City of Saint John Police Force operates a Detention Centre located at One Peel Plaza, Saint John, NB.

The Centre is staffed through the engagement of a private security firm (“proponent”) to assume all responsibilities for the operation of the detention centre. This agreement shall be for a period of two years commencing Winter 2024, with the possibility of two additional 12 month extensions at the Board's discretion and upon mutual agreement with the current supplier.

(2) DUTIES AND RESPONSIBILITIES OF DETENTION STAFF

1. The following consist of duties and responsibilities of employees of the proponent engaged as detention staff.
2. Process persons for detention within the Saint John Police Force Detention facility as per the Detention Standard Operating Procedures (SOP) of the Saint John Police Force. Standard Operating Procedures will be shared with the successful proponent.
3. Collect and record all required information relative to the detainee and the arresting/escorting officers.
4. Enter information on various forms and on the police computer system.
5. Consult with police supervisors with respect to all persons subject to detention or release.
6. Record and safe guard all personal property of the detainees.
7. Ensure injured and/or sick detainees receive access to appropriate medical care.
8. Ensure arresting/escorting members perform required search of detainees.
9. Ensure cells are clear of contraband before the placing of any detainee in same.
10. Ensure a Female employee is called in to guard female prisoners.
11. Ensure detainee rights are protected as per the Canadian Charter of Rights and Freedoms.
12. Order and distribute meals to detainees as provided.
13. Make periodic reports to police supervisors as required

14. Apply the provisions of the Intoxicated Persons Detention Act with regard to the detention and release of intoxicated persons.
15. Ensure that all breaches of force policy are reported to the appropriate police supervisor.
16. Monitor detainees by way of closed circuit system.
17. Perform rounds of the detention facility and check detainees every 15 minutes.
18. Operate safety equipment as may be required.
19. Accept training as may be required by the Saint John Police Force. Including an orientation program.
20. Perform other related tasks.

(4) MINIMUM REQUIREMENTS OF THE SAINT JOHN POLICE FORCE

1. The proponent will provide a list of persons to be employed at the detention facility prior to final award of this contract. This list shall not change without the prior knowledge and approval of the Saint John Police Force.

NOTE: The list must include a minimum of six (6) male employees and four (4) female employees having been employed with the submitting bidder for a minimum of 2 years.

This list must be kept up to date during the life of the contract.

Throughout the life of this contract, the proponent must maintain a pool of employees who have passed security clearance as administered by the Saint John Police Force.

2. The detention facility will be staffed on a 24-hour per day basis, 7 days per week by two (2) service providers

Proponents must consider the following when pricing their proposal:

- a) Sheriff's Office Handling Hours: Monday - Friday, 8:00 am - 4:00 pm, including Statutory Holidays 8:00 am - 4:00 pm.
 - b) Proponent will handle after hours for a total of 16 hours per day (4:00 pm to 8:00 am) Monday - Friday with one (1) employee on duty.
 - c) Proponents will have 1 employee on duty for 24 hour watch on Saturday and Sunday. (A female employee may be required to be called in, on an as needed basis.)
3. All employees to be employed in the detention facility must undergo security clearance by the Saint John Police Force.

4. All employees to be employed in the detention facility must have basic Security Training, approved by Saint John Police Force.
5. Only persons authorized by the Saint John Police Force will be employed within the detention facility. The Police Force may at its sole discretion remove authorization for any person it feels no longer meets the requirements of the position or the Force. Security clearance may be revoked and employment ceased at the sole discretion of the Saint John Police Force at any time throughout the contract.
6. All employees must have current CPR and Standard First Aid certification. Annual re-certification will be the responsibility of the proponent. Copies of these certifications are to be included with the list of employees submitted as required by this proposal call and renewed annually to the Saint John Police Force.
7. All employees employed within the detention facility must be physically able to perform the duties.
8. Scheduling of employees will be the responsibility of the proponent.
9. The proponent will be expected to identify one employee as coordinator/supervisor who will act as the contact with Court Services Supervisor and/or Manager of Patrol Services.
10. The proponent must provide for replacement provisions in the case of illness, vacations and any other absences. In the instance where replacement cannot be provided by the proponent, the Board reserves the right to bill back those hours missed to the proponent.
11. All employees are required, at all times, to wear a uniform as supplied by the proponent.

(5) WORKSAFENB CERTIFICATE AND BUSINESS CORPORATIONS ACT CERTIFICATE

New Brunswick Proponents shall provide to the Board a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the Board's notice of selection.

Out-of-province Proponents shall provide to the Board a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Proponent confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Proponents shall also provide a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the Board's notice of selection.

Proponents from Nova Scotia may submit the appropriate Business Corporations Act Certificate from the Province of Nova Scotia.

(6) INSURANCE

As required by the Board's insurers, the successful proponent must provide, prior to final contract award, proof of the following (Insurance Certificate):

- Liability Insurance - \$5,000,000.00
- The City of Saint John and the Saint John Police Force added as additional insured
- Policy shall contain a cross liability clause
- Bonding - Proof of Bondability for each employee
- 30 Day written notification to the Board of policy cancellation
- Crime policy - 2 million limits.

(7) DUE DILIGENCE

If a health and safety offence has been committed, the onus falls on the proponent to prove that it exercised due diligence i.e. did everything it reasonably could to avoid the offence.

When hiring contractors, the Saint John Police Force is responsible for ensuring compliance with Health and Safety Legislation and must make sure that the appropriate accident prevention systems are implemented in the work place.

Therefore, if any proponent is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately.

Any losses which may arise as a result of this work stoppage are the responsibility of the proponent.

Failure to comply with current legislation on the part of the proponent may lead to cancellation of this contract and any tender deposits that may be in place.

(8) EXAMINATION OF PREMISES

The proponents of this job shall visit the site and familiarize themselves with the existing site conditions. Proponents shall make allowances in their bid price in order to complete specified work, taking into account the existing site conditions. No compensation shall be considered for additional expenditures incurred later, through failure to do so.

(9) INDEMNIFICATION

The proponent agrees to indemnify and save harmless the Board from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which may occur through the performance of this contract.

(10) CONDUCT OF EMPLOYEES

The proponent shall at all times enforce strict discipline and good order among its employees and shall seek to avoid employing on the work any unfit person or anyone unskilled in the work assigned to him. The Board shall have the right to demand replacement of any of the successful proponent's employees, if they are found, in the opinion of the Chief of Police or his designate, not to be performing satisfactorily or have met the requirements of this contract.

(11) DURATION

This agreement shall be for a two year period from the date of award by the Saint John Board of Police Commissioners. The expected start date shall be March 1st, 2024.

The Board reserves the right, upon successful review of both cost and service, to extend this agreement for two (2) additional twelve (12) month extensions, at the Board's discretion and upon mutual agreement with the proponent.

(12) HOURS

The detention facility will be staffed on a 24-hour per day basis, 7 days per week by two (2) service providers.

(B) Evaluation Criteria

- (1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS | SCORING (POINTS) |
|---|-------------------------|
| Quality and Completeness: <ul style="list-style-type: none">• Has the proponent addressed all of the needs identified?• Is the proposal presented in an organized and professional manner? | 10 |
| Proponent's Experience: <ul style="list-style-type: none">• Has the proponent demonstrated a level of expertise with the requirements of this RFP? | 20 |
| Qualification of Key Personnel: <ul style="list-style-type: none">• Has the proponent demonstrated the ability to provide experienced and qualified personnel including fully qualified and trained backup personnel? | 30 |
| Delivery: <ul style="list-style-type: none">• Has the proponent provided an understanding and ability to implement the service outlined in the deliverable?• Has the proponent provided an acceptable delivery period as per section C below? | 20 |
| Cost: <ul style="list-style-type: none">• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. | 20 |
| TOTAL POINTS FOR STAGE II | 100 |

(C) Submission Requirements

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and completeness – 10 Points

- i. an introduction with respect to the proponent's interest in this opportunity; and
- ii. a description of the proponent's understanding of the deliverables for the service and the role of the service provider in the context of this RFP.

(b) Proponent's experience – 20 Points

- i. a brief description of the proponent;
- ii. description of the services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- iii. the roles and responsibilities of the proponent and any of its agents and employees, who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective experience, qualifications and certifications;
- iv. a Reference Form in accordance with the instructions set out in the Form attached as Appendix C to this RFP.

(c) Qualification of Key Personnel – 30 Points

- i. names, short biographies and resumes for each employee that will be providing the Deliverables ("**Key Personnel**");
- ii. a description of the roles and responsibilities for each Key Personnel that will be providing the Deliverables; and

(d) Delivery – 20 Points

- i. a description of how the proponent will coordinate with the Saint John Police Force the implementation of this service as it relates to section (A) The Deliverable;
- ii. a description of your approach to this project. Included in this section should be: A) chain of command, B) Number of employees to be assigned, C) a description of your interpretation of the role of the security service to be provided.

(e) Cost – 20 Points

- i. completed Pricing Form as provided in Appendix B (and any supplemental information).

APPENDIX E
SERVICE AGREEMENT

DETENTION SERVICES AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of February, 2024.

BETWEEN:

BOARD OF POLICE COMMISSIONERS FOR THE CITY OF SAINT JOHN, having been established by resolution of the Common Council of The City of Saint John on the 17th day of February, 1998, pursuant to Subsection 7(1) of the Police Act, S.N.8. 1977, c. P-9.2, (hereinafter referred to as "Board of Police"),

OF THE FIRST PART

- and -

XXXX, having its head office at situated in the City of Saint John, in the County of St. John and in the Province of New Brunswick at **XXXX**, Saint John, New Brunswick, **XXXX** (hereinafter referred to as **XXXX**)

OF THE SECOND PART

WHEREAS the City of Saint John is the owner of the building located at 1 Peel Plaza, Saint John, New Brunswick with related facilities including without limitation, the Police Headquarters and the Facilities all of which are situated on Police Headquarters Lands;

AND WHEREAS the Parties wish to enter into an agreement for **XXXX** to provide services to the Holding Facility;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1

INTERPRETATION

DEFINITIONS

In this Agreement:

"Booking Desk" means the booking desk where Detainees are processed and admitted in the Holding Facility.

"Booking Officer" means an individual employed by the Board of Police to process Detainees admitted

in the Holding Facility.

"Contract Renewal Year" means the time period where this Agreement renews automatically pursuant to Article 2(a).

"Courts" means the New Brunswick Provincial Court, Court of Queen's Bench, Court of Appeal.

"Detainee" means any person held in custody in relation to a matter before the courts.

"Holding Facility" means the secure underground holding facility located at 1 Peel Plaza, Saint John, New Brunswick.

"Holding Cells Area" means the underground twenty-one (21) holding cells in the Holding Facility.

"Occupancy Agreement" means the agreement entered between the City of Saint John and the Board of Police concerning the operation, use and maintenance of the Police Headquarters.

"Person" means any individual, corporation, firm, partnership, joint venture, trust, unincorporated body of persons or association and any other entity having legal capacity, and the heirs, beneficiaries, executors, administrators or other legal representatives of a person in such capacity.

"Police" means members of the Saint John Police Force.

ARTICLE 2

TERM OF AGREEMENT

- (a) This Agreement shall commence on XXXX, 2024, and shall expire on XXXX, 2025, at 11:59 p.m. Eastern Standard Time, unless terminated earlier as provided for herein.
- (b) This Agreement may be renewed for successive one year terms on such conditions as may be agreed between the parties.
- (c) Notwithstanding Article 2(a), this Agreement will automatically renew for a further one-year term where either Party does not terminate pursuant to Article 8 or fails to give notice of their intent to renew or not to renew.

ARTICLE 3

OBLIGATIONS OF THE BOARD OF POLICE

The Board of Police shall provide the following services:

- (a) The Board of Police, through the Police, will be responsible for processing the Detainees brought in by peace officers at the Holding Facility.

- (b) The Board of Police, through the Police, will be responsible for placing the Detainees brought in by peace officers in the Holding Cells Area and placed in cells.
- (c) The Board of Police shall perform its respective duties so as to coordinate with the operations of XXXX.
- (d) The Board of Police will procure, deliver, install, commission, maintain, repair, decommission, upgrade and replace any equipment, supplies, or any other product needed by XXXX to fulfill its obligations under this Agreement.
- (e) The Board of Police shall be legally responsible for all Detainees within the Holding Cells Area up to the transfer of Detainees to XXXX.
- (f) The Board of Police shall obtain and maintain, or shall cause other Persons performing operations and activities on behalf of the Board of Police, to obtain and maintain, at all times during the Term of this Agreement or any extension, renewal and amendment, commercial general liability insurance against claims for bodily injury (including death), property damage and personal injury concerning the Holding Facility. This insurance shall be written on an occurrence basis and shall provide coverage for premises, operations, broad form property damage, contractual liability, employer's liability and non-owned automobile insurance. The policy or policies shall include XXXX and its employees performing services under this Agreement, as additional insureds with respect to liabilities arising out of the operations and activities on behalf of the Board of Police under this Agreement.

ARTICLE 4

OBLIGATIONS OF XXXX

XXXX shall provide the following requirements and services:

- (a) XXXX' employees must receive training on the Standard Operating Policy for the Holding Facility before assuming their duties in the Holiday Facility.
- (b) XXXX must ensure all of its employees employed in the Holding Cells Area must undergo a security clearance by the Police, and basic security training is approved by the Police, and have current CPR and standard First Aid certification.
- (c) After the Detainees are placed in cells by the police officer, XXXX' employees will assume all responsibility for the Detainees. XXXX' employees will provide security services in regard to the Detainees at the Holding Cells Area.
- (d) After the Detainees are placed in cells at the Holding Cells Area, XXXX' employees are to

collect and record all required information relative to the Detainee in the arresting/escorting officers and enter information as required on the police computer system.

- (e) XXXX' employees are to record and safeguard all personal property of the Detainees.
- (f) XXXX' employees are to consult with police supervisors with respect to all Detainees.
- (g) XXXX' employees are to ensure that Detainees, injured and/or sick receive access to appropriate medical care.
- (h) XXXX' employees are to ensure cells in the Holding Cells Area are clear of any contraband prior to placing the Detainee in the cells.
- (i) XXXX must ensure that the Detainee rights are protected as per the Canadian Charter of Rights and Freedoms, while under the supervision of their employees.
- (j) XXXX are responsible for scheduling of employees.
- (k) XXXX' employees are responsible to order meals for Detainees as provided.
- (l) XXXX' employees are responsible to make periodic reports to police supervisors as required.
- (m) XXXX' employees are responsible to monitor Detainees by way of closed circuit system.
- (n) XXXX' employees are responsible to perform rounds of the Detention Facility and check Detainees every 15 minutes.
- (o) XXXX' employees are responsible to operate safety equipment as required.
- (p) XXXX' employees are responsible to accept any other training as may be required by Police.
- (q) The Detention Facility will be staffed on a 24 hour basis on Saturday and Sunday and during the week on each day from 4:00 pm until 8:00 am Monday through Friday.
- (r) XXXX will provide a list of persons to be employed at the Detention Facility with acceptance of this agreement. The list shall not change without the prior knowledge and approval of Police

ARTICLE 5

ANNUAL SERVICE PAYMENT

The Board of Police shall pay to XXXX fees as invoiced as per the Supply Agreement attached hereto as "A".

ARTICLE 6

INDEMNITY

- (a) XXXX shall indemnify, hold harmless and defend the Board of Police from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by attributable to, or arising from any willful or negligent act, omission or delay on the part of XXXX.
- (b) The Board of Police shall indemnify, hold harmless and defend XXXX from and against all claims, losses, damages, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by attributable to, or arising from any willful or negligent act, omission or delay on the part of the Board of Police.
- (c) The indemnity expressed in Article 6(a) and (b) shall survive the expiry or sooner termination of this Agreement.

ARTICLE 7

DISPUTE RESOLUTION

- (a) In the event of a dispute between the Parties, each party shall select a member of their respective senior management to meet and attempt to resolve the issue.
- (b) Any dispute respecting the interpretation of this Agreement or the performance by either party of the obligations contained herein that is not settled in thirty days following the first meeting of each Party's senior management shall be referred to arbitration.
- (c) Arbitration will be conducted in accordance with the New Brunswick Arbitration Act. The dispute shall be determined by three (3) arbitrators, one to be named by each one of the parties and the arbitrators so chosen shall select one additional arbitrator within ten (10) business days. The decision of the majority shall be final and binding. If either of the Parties neglect or refuse to name an arbitrator within thirty (30) business days of the appointment of the arbitrator of the other party, the arbitrator appointed shall act as sole arbitrator and his decision shall be binding upon the parties hereto.

- (d) Arbitration shall be held in the city of Fredericton, New Brunswick with the costs to be shared equally between the parties.

ARTICLE 8

TERMINATION

- (a) Either Party may terminate this Agreement without cause by provision of thirty days' notice such notice being provided in accordance with the provisions of Article 9.
- (b) If either Party to this Agreement is in breach of any of its obligations under this Agreement, the other Party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the Party in breach fails to remedy the breach within twenty (20) days after the date of delivery of such written notice, then this Agreement may be terminated immediately by further written notice of termination given by the complaining Party.

ARTICLE 9

NOTICE

Wherever in this Agreement notice is required or permitted to be given or served by either Party to or on the other, the notice shall be in writing and shall be delivered personally to the authorized designate or sent by prepaid registered mail, facsimile, or email, and each such notice shall be deemed given on the date of delivery namely three days after mailing in the case of mail and one day after sending in the case of facsimile transmission or email. If notices are sent by facsimile transmission or email outside of normal business hours each such notice shall be deemed given two hours after the commencement of the next normal business day. No notice may be given by mail during a real or apprehended mail strike in Canada. The specific addresses may be changed from time to time by either Party by notice as provided.

To the Board of Police: Board of Police Commissioners for the City of Saint John
 1 Peel Plaza
 Saint John, New Brunswick
 E2L 0E1

To XXXX: XXXX
 Saint John, New Brunswick
 XXX XXX

