



PINELANDS COMMUNITY IMPROVEMENT DISTRICT

(Pinelands CID)

Request for Proposal (RFP)

**For the provision and maintenance of
Public Safety Application**

March 2024

Acronym	Full Description
CID	Pinelands Community Improvement District or 'Pinelands CID'
NPC	Non-Profit Company, management body of the CID
Board	Pinelands CID NPC Board of Directors
Business Plan	Business Plan of Pinelands CID (Period: July 2023 - July 2025)
SRA	Special Rating Area
RFP	Request for Proposal
SP	(Security) Service Provider, submitting a proposal
Council	City of Cape Town Council (CoCT)
LE	CoCT Law Enforcement Officer
SP	Service Provider

Important Dates*	
RFP published (newspaper and website)	25 March 2024 at 09h00
Closing date for submission of questions	18 April 2024 at 17h00
Closing date for submission of proposals	25 April 2024 at 17h00
Proposal evaluation completed	Within 30 Days of proposal submission closing
Final clarifications and negotiations	Within 30 Days of proposal submission closing
Contract awarded (SLA signed)	27 May 2024 at 17H00
Contract commencement date	Within 30 Days of Contract being awarded

Introduction and overview

In 2022, residents in Pinelands, Cape Town took the initiative to seek sustainable solutions to Public Safety and other concerns in the area via the establishment of a Community Improvement District (CID). The City of Cape Town Council approved the resulting application of the Pinelands CID (PLCID) on 26th May 2023.

This document serves as a formal invitation to submit a proposal for the provision and maintenance of a Public Safety App for the PLCID.

The proposal should include the use of the latest technology – and demonstrate the continuous improvement and upgrading of technology and strategies to keep ahead of changing crime trends.

Geographic Boundaries of the Pinelands CID

Pinelands CID is created by the following boundaries:

- Northern Boundary: Up to and including ERF 3078 (Old Mutual Head Office)
- East Boundary: Along the Western Boundary of Jan Smuts Drive until it intersects with the Railway Reserve
- South Boundary: Along the North Boundary of the Railway Reserve and the Golf Course
- Western Boundary: Along the Eastern side of the Railway Reserve, skirts the Pinelands Business Park up to Avonduur Road. Along Sunrise Road ERF 110934, Wattle Grove Road and properties both side of Ambleside.

Diagram

The Pinelands CID is comprised of the area enclosed by the red line on the map below:



pinelands cid - boundary map (2018) v2a.docx

Scope of Work (SOW)

The solution will be funded by an additional rate paid by property owners in the CID.

Core services:

The purpose of this RFP is to solicit proposals from qualified firms or individuals for a public safety app that meets the specific needs of the PLCID and caters to various user groups, including schools, businesses, public spaces, and home users.

The Pinelands CID's area of operation includes approximately 4700 properties.

The scope of work includes, but is not limited to:

1. App Requirements

- Must be a user-friendly public safety app for both Android and iOS platforms.
- Implement features for reporting incidents, emergencies, and criminal activity.
- Incorporate a panic button for immediate assistance.
- Include real-time location tracking and sharing. User selectable
- Create an incident reporting dashboard for administrative use, and audit trail for authorities.
- Ability to integrate with existing security and emergency systems.
- Be compliant with South African data protection and privacy regulations.
- Zero Data rated (preferred).
- Be white labelled for PLCID (preferred).
- Integrate Geographical Information System (GIS) data for mapping and location-based services.
- Include features for mapping local facilities, emergency exits, and nearby emergency services (preferred).
- Should cater for minimum 20 000 users.

1.1 Usage Categories

1.1.1 Schools

- To provide the ability to report incidents within the school environment.

1.1.2 Public Spaces

- Features that cater to the needs of public spaces, like parks, shopping centres, and recreational areas, including location-based emergency services and incident reporting for public safety officers.

1.1.3 Home Use

- Provide emergency features that are accessible to residents for use in their homes – Panic/Emergency
- Neighbourhood watch integration – Booking on/off for patrollers (preferred).
- User Selectable Tracking / Locate me
- Access to emergency services.
- Logging of suspicious activities
- Logging of Service requests for the PLCID

1.1.4 Emergency Alerts and Newsfeeds

- Ability to broadcasting emergency alerts and updates to app users.
- Ability to broadcast newsfeeds.
- Users to set notification preferences.

2. User Training and Support

- Provide user training and support to ensure effective adoption of the app within the community, including training for each user category.

3. Maintenance and Updates:

- Offer ongoing maintenance and updates to keep the app current and secure.

Proposal requirements

The proposal must include the following:

- A brief description of the SP's business (corporate profile) and value proposition
- The exact nature of the service that will be provided (based on the information contained in this RFP and the SP's own risk assessment or due diligence)
- Specified quantifiable deliverables.
- Examples of management reports
- Information about insurances (of all sorts) the SP carries.
- Indemnities that would apply to the CID.
- Payment terms and conditions (including annual fee escalation policy).
- A description of how user access is controlled, and how out-of-area requests are handled.
- A detailed description of the function and limitations of the app's geo-location features.
- A detailed description of how emergency alerts and service requests would be routed to both the CID's security service provider's control room and to the CID's service request handling systems.
- A description of contract pricing (given the scope of services that will be provided) and a detailed breakdown of cost exclusions (if any).
- A conceptual framework that provides a visual overview of how the solution would incorporate continuous improvement and upgrading of technology and strategies to keep ahead of changing crime trends, during the next 5 years (assuming budgetary constraints).

Terms and Conditions

The following Terms and Conditions will apply:

- All those interested in submitting a proposal should indicate so on or before the date indicated on the cover page. Only those who confirmed interest in submitting a proposal will be considered for the rest of the process. Please confirm interest in submitting a proposal via email to bids@pinelandscid.co.za

- All responses must be received on or before the date and time indicated on the cover page of this document. All late responses will be rejected.
- All proposals will be considered binding offers. Prices proposed must be valid from date of submission through to 30 June 2024.
- The Board reserves the right to accept or reject any proposal, or to cancel the solicitation process at any time, and shall have no liability to SPs for such rejection or cancellation.
- The Board reserves the right to accept all, or part of a proposal when an award is made.
- All information provided by the CID in this RFP is offered in good faith. Individual items are subject to change at any time, and all SPs will be provided with notification of any changes.
- The CID is not responsible or liable for any use of the information submitted by SPs, or for any claims asserted therefrom.
- The CID reserves the right to require any SP to enter into a non-disclosure agreement (NDA).
- The SPs are solely obligated to pay for any costs, of any kind whatsoever, which may be incurred by a SP, or any third parties, in connection with the RFP-process.
- The Board will have no obligation to provide reasons for its decisions.
- Proposals must be submitted in English, in PDF format and delivered before or on the date and time indicated on the cover page by email to bids@pinelandscid.co.za

Contract Duration

The CID wishes to enter into an initial 6-month contract. A clause shall be drafted into the security contract which gives PLCID the option to cancel the contract and/or impose penalties if the appointed service provider does not perform satisfactorily or if PLCID is dissolved in accordance with Chapter 4 of the SRA by-law of the City of Cape Town.

Solicitation Process

SPs will have the opportunity to raise questions relating to the RFP on or before the questions closing date on the cover page. Questions must be submitted via e-mail to safety@pinelandscid.co.za. Answers to questions will be provided timeously.

Questions and answers will be made available to SPs who confirmed interest in submitting a proposal.

Following the submission of proposals, the Board shall invite shortlisted SPs for proposal clarification sessions during the dates provided on the cover page. The intention is to award the contract by no later than June 2024.

Selection Criteria

The Board evaluation team will consider the following criteria:

- Proposal quality and completeness.
- Cost-effectiveness.
- Demonstrated understanding of the project's goals and challenges.
- Compliance with relevant regulations.
- The SP's legal compliance

All SPs will be notified via e-mail of the outcome of the process. There will be no debate as to the reasons for the decision.

Additional Information Required

The following information is required and may be appended as an Addendum to the proposal.

Company Details

- Company Name
- Trading Name

- Company Registration Number
- Ownership
- Physical Address
- Postal Address
- Contact Person
- Mobile Number
- E-mail Address
- Details of local office
- Organisational Chart (local office)
- Full description of to-be-deployed resources (by level, qualification, and competency)
- An indication of reserve capacity (to deal with absenteeism)

Documentation

- PSIRA Certification and Registration
- Most recent SARS Tax Clearance Certificate
- Letters of Good Standing
- Workers Compensation Fund (COID)
- Membership of SASA (Security Association of South Africa) - if applicable.

General

- The CID shall enter into a service level agreement (SLA) with the successful SP. The attention of SPs is drawn to Annexure A.
- Additional info and context may be found on the CID's website (<https://www.pinelandscid.co.za>)
- The SP will be required to draw up an agreed Communications Strategy Plan, together with the CPF, NHW, neighbouring CIDs and SAPs – to communicate crime related information to property owners and residents in the CID.
- A final contract will be negotiated in detail with the successful SP.
- The Standard Operating Protocols are to be developed in partnership with CID covering the processing of LPR alerts, medical incidents, criminal incidents etc.

ANNEXURE A

GENERAL CONDITIONS THAT WILL BE APPLICABLE TO THE SERVICE LEVEL AGREEMENT (SLA)

INSURANCE

The services supplied under the contract shall be fully insured.

ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the CID's prior written consent.

SUB-CONTRACTS

The contractor shall notify the CID in writing of all sub-contracts awarded under this contract, if not already specified in the proposal. Such notification, in the original proposal or later, shall not relieve the contractor from any liability or obligation under the contract.

DELAYS IN THE CONTRACTOR'S PERFORMANCE

- The performance of services shall be made by the contractor in accordance with the time schedule prescribed by the CID in the SLA.
- If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely performance of services, the contractor shall promptly notify the CID in writing of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the contractor's notice, the CID shall evaluate the situation and may at its discretion extend the contractor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the SLA

- The right is reserved to have minor essential services executed by another party if an emergency arises, or when the contractor's services are not readily available.

PENALTIES

If the contractor fails to perform the services within the period(s) specified in the SLA, the CID shall, without prejudice to its other remedies under the SLA, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the current prime interest rate calculated for each day of the delay until actual performance.

TERMINATION FOR DEFAULT

The CID, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate this SLA in whole or in part if the contractor:

- Fails to deliver any or all of the services within the period(s) specified in the SLA, or within any extension thereof granted by the CID.
- Fails to perform any other obligation(s) under the SLA; or
- In the judgment of the CID, has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

If the CID terminates the contract in whole or in part, the CID may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the contractor shall be liable to the CID for any excess. However, the contractor shall continue the performance of the SLA to the extent not terminated.

FORCE MAJEURE

- The contractor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the SLA is the result of an event of force majeure.
- If a force majeure situation arises, the contractor shall promptly notify the CID in writing of such condition and the cause thereof. Unless otherwise directed by

the CID in writing, the contractor shall continue to perform its obligations under the SLA as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

TERMINATION FOR INSOLVENCY

The CID may at any time terminate the SLA by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CID.

SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever arises between the CID and the contractor in connection with or arising out of the SLA, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CID or the contractor may give notice to the other party of its intention to commence with mediation. No mediation in respect of this matter may commence unless such notice is given to the other party.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct:

The contractor shall not be liable to the CID, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay penalties and/or damages to the CID.

APPLICABLE LAW

The SLA shall be interpreted in accordance with South African laws.

TAXES

The contractor shall be entirely responsible for its own tax affairs.

No SLA shall be concluded with any SP whose tax matters are not in order. Prior to the award of a bid, SARS must have certified that the tax matters of the preferred SP are in order.

TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign, or sublet a contract or part thereof without the written permission of the CID.

CONFIDENTIALITY

The CID and the contractor may disclose to each other confidential information relating to the business or operations of either party.

The information to be disclosed is confidential and proprietary to the contracting parties and each of the parties is willing to disclose mutually this information for purposes of entering an SLA only and undertake to protect and keep confidential such information.

AMENDMENT OF THE SLA

An agreement to amend or vary the SLA, or order or the conditions, stipulations or provisions thereof shall not be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties.