

An Garda Síochána

Oifig Saorála Fáisnéise
An Garda Síochána
Teach áth Luimnigh
Lárionad Gnó Udáras Forbartha Tionscail
Baile Sheáin
An Uaimh
Contae na Mí
C15 DR90



Freedom of Information Office
An Garda Síochána
Athlumney House
IDA Business Park
Johnstown
Navan
Co Meath
C15 DR90

Teileafón/Tel: (046) 9036350

Bí linn/Join us  

Láithreán Gréasain/Website:
www.garda.ie

Ríomh-phoist/Email: foi@garda.ie

Re: Freedom of Information Request FOI-000450-2016 Partially Granted

Dear

I refer to your request, dated and received on 1st December 2016, which you have made under the Freedom of Information Act 2014 (FOI Act) for records held by An Garda Síochána. I also refer to my correspondence of 13th December 2016 extending the time for completion of this request.

Part 1(n) of Schedule 1 of the FOI Act states that An Garda Síochána is listed as a partially included agency “*insofar as it relates to administrative records relating to human resources, or finance or procurement matters*”. Therefore, only administrative records that relate to human resources, finance or procurement shall be considered.

Your request sought:

‘Please provide a copy of the current contract in place between the Go Safe organisation and An Garda Síochána.

‘Please also include any information relative to the placement of Speed Detection Vans down to the precise reasons for selecting for one area other than an other. Also indicate the criteria for such selection’.

I wish to inform you that I have decided to partially grant your request on 13th January 2016.

The purpose of this letter is to explain my decision. This explanation has the following parts:

1. An explanation of the relevant findings concerning the records to which access is denied:
2. A statement of how you can appeal this decision should you wish to do so.

1. Findings, particulars and reasons for decisions.

I am partially granting a number of records which are the subject of your FOI Request. I have applied specific exemptions that are explained below and set out in the attached schedules. Road Safety Operations Ireland trading as Go Safe (hereinafter referred to as GoSafe) was also contacted with regard to the release of certain information which could be deemed commercially sensitive.

The following exemptions have been applied to the attached documents.

Information Obtained in Confidence – Section 35

Section 35 of the FOI Act is provided below.

Information obtained in confidence

35. (1) Subject to this section, a head shall refuse to grant an FOI request if

(a) the record concerned contains information given to an FOI body, in confidence and on the understanding that it would be treated by it as confidential (including such information as aforesaid that a person was required by law, or could have been required by the body pursuant to law, to give to the body) and, in the opinion of the head, its disclosure would be likely to prejudice the giving to the body of further similar information from the same person or other persons and it is of importance to the body that such further similar information as aforesaid should continue to be given to the body,

Section 35(1)(a) of the FOI Act provides for the mandatory refusal of a record containing information:

1. given to an FOI body in confidence, and
2. on the understanding that it would be treated by it as confidential, and
3. in the opinion of the head, its disclosure would be likely to prejudice the giving to the body of further similar information from the same person or other persons, and
4. it is of importance to the body that such further similar information as aforesaid should continue to be given to the body.

Each of the four criteria contained in section 35(1)(a) must be satisfied for this exemption to apply

- (1) The tender document submitted by GoSafe for the provision and operation of safety cameras contains very specific information which was designed specifically for An Garda Síochána. The information contained therein shows pricing structures, formulas, processes and exact methods and specifications. It is accepted that the pricing structures and general system specifications may be similar throughout the sector however the tender documents are provided by GoSafe in a confidential manner not visible to the public or other competitors.
- (2) As GoSafe were successful in the competition the confidentiality of these documents is of commercial value. This tender submission shows both the tradecraft and business attitude used by GoSafe and how they conduct their business. The confidential manner in which the information is held by An Garda Síochána allows for potential service providers to securely identify their particular skills without revealing their unique tradecraft. Therefore there is a mutually understanding and acceptance that the information will remain confidential.

- (3) The pricing structure is very sensitive information that was submitted in response to the tendering process and shows the overall pricing applied in certain circumstances, if applicable. These pricing structures must remain confidential if An Garda Síochána is able to secure an effective tendering process in the future. It is reasonable to expect and my opinion that the release of pricing structures, financial tradecraft and similar information will actively deter prospective tenderers from providing specific information. If it was known that An Garda Síochána released confidential financial information it would become a prohibitive factor in obtaining the best value for public funds in the future.
- (4) The tendering process is crucial for An Garda Síochána to meet the provisions of the Garda Síochána Act 2005 (section 7 refers). While An Garda Síochána can develop many services “*in-house*”, it is imperative that the opportunity to draw upon external expertise is not inhibited as the services they provide is vital for the effective progression of the Organisation. It is my opinion that the importance of external expertise is vital for An Garda Síochána to obtain the best service available now and in the future. It can reasonably be expected that there will be reluctance by commercial entities to supply similar information to An Garda Síochána if they are aware that their confidential tenders will be released under the FOI Act. I am conscious of the fact that once records are disclosed under the provisions of the FOI Act there is no control as to whom the information is shared with. Therefore a release of records under the FOI Act is considered a release to the world at large and not just the individual requesting the information.

In summation, I am satisfied that the records concerned are subject to an implied mutual understanding of confidentiality and that they would be held in a confidential manner. I am also satisfied that the release of these records will prejudice the receipt of this type of commercially sensitive information in the future.

Therefore I am applying section 35(1)(a) of the FOI Act to sections of the attached documentation as outlined on the attached Schedule of Records.

Public Interest Test

There is a Public Interest Test associated with section 35 of the FOI Act whereby my decision must be made having fully considered the public interest relevant to this request.

I have considered the public interest issues which arise in this case and have taken account of the following factors in favour of release.

- Ensuring openness and transparency of organisational functions to the greatest possible extent
- The public interest in members of the public exercising their rights under the FOI Act.
- That there is more than just a transitory interest by the public in this information being released.
- The right to commercial confidentiality is outweighed by the needs of the public regarding the expenditure of public funds by a public body.

In considering the public interest factors which favour withholding the records I have taken account of the following:

- Allowing a public body to hold commercially sensitive information without undue access by members of the public.
- Allowing a public body to take the best course of action which is in the public interest with regard to these records.
- That An Garda Síochána can conduct its business with external contractors in a confidential manner.
- That there is a reasonable and implied expectation by contractors that information pertaining to its unique tradecraft will be held in a confidential manner.
- That there is no overriding public interest that outweighs the right to privacy by an individual or in this case the unique tradecraft of a service provider.

Having balanced the public interest factors both for and against the release, I decided that the public interest in preserving the information and the reasonable expectation that information can be maintained in a confidential manner by An Garda Síochána, in the context its tendering processes with external organisations, outweighs the public interest which would be served were the records released to you in full.

It is my belief that the provision of these partial records and other contract related documents satisfies the public interest in this matter.

Commercially Sensitive Information – Section 36

Section 36 of the FOI Act is provided below.

Commercially sensitive information

36. (1) Subject to subsection (2), a head shall refuse to grant an FOI request if the record concerned contains—

- (a) trade secrets of a person other than the requester concerned,*
- (b) financial, commercial, scientific or technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates, or could prejudice the competitive position of that person in the conduct of his or her profession or business or otherwise in his or her occupation, or*
- (c) information whose disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.*

I am also satisfied that the release of information contained in the Tender Document and Schedule L part 11 of the contract contains trade secrets and specific technical information at this level could prejudice the competitive position of GoSafe and is deemed commercially sensitive in accordance with the provisions of section 36 of the FOI Act. The proprietary databases, business processes and methods, operational processes and pricing structure of GoSafe with regard to the services provided to An Garda Síochána is not known to competitors or the public in general and if the records were made available to you it is reasonable to expect that it would prejudice the ability of GoSafe or its parent companies to compete in other contracts or negotiations in the future.

GoSafe's parent companies present customers may become aware of a difference in pricing structures being offered to An Garda Síochána, if applicable, which could in turn prejudice any current or future negotiations with these customers.

It is not unreasonable, in my opinion, to believe that the release of information regarding pricing structures, methodology for delivering on the contract provisions, their process of analysis of what the contract required and their proposal to meet those requirements could have negative commercial consequences for Go Safe, thereby prejudicing its competitive position. The release of such information should be seen in the context of the very limited number of companies who could respond to an RFT for the operation of safety cameras in this State. It is therefore a very limited market requiring expert knowledge and the release of the redacted commercially sensitive information would be of benefit to Go Safe's competitors.

I am conscious that the disclosure of information via an FOI request is a disclosure to the world at large. The references to pricing structures and hourly rates are particularly sensitive and will give an insight into the business affairs of GoSafe that competitors would otherwise be without. Again, I am of the opinion that it is not unreasonable and in fact more likely than not, to believe that the result of releasing such harmful information will be twofold: (1) prejudicial to the competitive position of GoSafe in current and ongoing contractual obligations and (2) obtaining business information which will be to the advantage of competitors.

Therefore, I am also partially refusing this document as outlined above under the provisions of section 36(1)(a), 36(1)(b) & 36(1)(c) as they contain commercially sensitive information.

Public Interest Test

There is a Public Interest Test associated with section 36 of the FOI Act whereby my decision must be made having fully considered the public interest relevant to this request.

I have considered the public interest issues which arise in this case and have taken account of the following factors in favour of release:

- Ensuring openness and transparency of organisational functions to the greatest possible extent.
- The public interest in members of the public exercising their rights under the FOI Act.
- That there is more than just a transitory interest by the public in this information being released.
- The right to commercial confidentiality is outweighed by the needs of the public regarding the expenditure of public funds by a public body.

In considering the public interest factors which favour withholding the records I have taken account of the following:

- Allowing a public body to hold commercial information without undue access by members of the public.
- The best course of action which is in the public interest with regard to these records.
- That An Garda Síochána can conduct its business with external contractors in a confidential manner.
- That there is a reasonable and implied expectation by contractors that financial information pertaining to services provided will be held in a confidential manner.
- That there is no overriding public interest that outweighs the right to privacy by an individual or in this case the financial activities of a service provider.

Having balanced the public interest factors both for and against the release, I decided that the public interest in preserving the information and the reasonable expectation that information can be maintained by An Garda Síochána without prejudicing future financial endeavors by external service providers outweighs the public interest which would be served were the records released to you.

I have considered the provisions of section 36(2) and decided that they do not have any bearing on the decision as the overriding interest is to protect the sensitive commercial and financial information in this case.

Personal Information, Section 37.

Furthermore, in relation to the redaction on Pages No. 41 and 52 of **Schedule of Records**, I am also satisfied that this information is of a personal nature in accordance with the provisions of section 37 of the FOI Act.

I am conscious of my obligations to retain personal information in a confidential and secure manner and prevent personal information from being released into the public domain unnecessarily. Personal information is defined at section 2 of the FOI Act and includes the following.

Section 2 – Interpretation

2. (1) In this Act—

“personal information” means information about an identifiable individual that, either—

- (a) would, in the ordinary course of events, be known only to the individual or members of the family, or friends, of the individual, or*
- (b) is held by an FOI body on the understanding that it would be treated by that body as confidential,*

I am refusing to provide the information contained within this specific record as redacted as I believe that it would be considered a breach of the confidentiality upon which the information is being held by the Garda Organisation. The release of this information, which is specific to an individual(s), will allow for a person to become more identifiable and possibly named in the public domain. I am therefore applying Section 37(1) Personal Information which states:

Section 37 - Personal Information

37 *(1) Subject to this section, a head shall refuse to grant an FOI request if, in the opinion of the head, access to the record concerned would involve the disclosure of personal information (including personal information relating to a deceased individual).*

There is a Public Interest Test applicable to section 37 of the FOI Act.

Public Interest Test

As per section 37 of the FOI Act I have considered the public interest issues which arise in this case and have taken account of the following factors in favour of release:

- Ensuring openness and transparency of organisational functions to the greatest possible extent,

- The public interest in members of the public exercising their rights under the FOI Act,
- That there is more than just a transitory interest by the public in this information,
- The right to privacy is outweighed by the needs of the public.

In considering the public interest factors which favour withholding the records I have taken account of the following:

- Allowing a public body to hold personal information without undue access by members of the public,
- The public interest is not best served by releasing these records,
- That the Organisation can conduct its business in a confidential manner,
- That there is a reasonable and implied expectation by service providers that personal information will remain confidential,
- That there is no overriding public interest that outweighs the individual's right to privacy.

A public interest test was carried out when considering the release of the personal information but having balanced the factors both for and against the release, I decided that the public interest in preserving the personal information and the reasonable expectation that information can be maintained in a confidential manner by An Garda Síochána outweighs the public interest which would be served were the records released to you.

2. Right of Appeal

In the event that you are not happy with this decision you may seek an Internal Review by writing to the address below and quoting reference number **F01-000450-2016**.

Freedom of Information Office,
An Garda Síochána,
Athlumney House,
IDA Business Park,
Johnstown,
Navan,
Co. Meath C15 DR90

Please note that a fee applies. This fee has been set at €30 (€10 for a Medical Card holder). Payment should be made by way of bank draft, money order, postal order or personal cheque, and made payable to Accountant, Garda Finance Directorate, Garda Headquarters, Phoenix Park, Dublin 8.

Payment can be made by electronic means, using the following details:

Account Name: Garda Síochána Finance Section Public Bank Account
Account Number: 10026896
Sort Code: 900017
IBAN: IE86B0F190001710026896
BIC: BOFIE2D

You must ensure that your FOI reference number (FOI-00281-2016) is included in the payment details.

You should submit your request for an Internal Review within 4 weeks from the date of this notification. The review will involve a complete reconsideration of the matter by a more senior member of An Garda Síochána and the decision will be communicated to you within 3 weeks. The making of a late appeal may be permitted in appropriate circumstances.

Please be advised that An Garda Síochána replies under Freedom of Information may be released in to the public domain via our website at www.garda.ie.

Personal details in respect of your request have, where applicable, been removed to protect confidentiality.

Should you have any questions or concerns regarding the above, please contact me by telephone at (046) 9036350.

Yours sincerely,

 SUPERINTENDENT
HELEN DEELY
FREEDOM OF INFORMATION OFFICER

18th JANUARY 2017

Requester Name:

File Re: FOI-000450-2016

Page No	Description of document	Deletions	Relevant Section of FOI Acts	Reason for decision	Decision Maker's decision
Page 1-21	Services Agreement for the Provision & Operation of Safety Cameras	0			Grant
22	Charges & Payment	1	Section 36 (1)(b)	Commercially sensitive information	Part Grant
Page 23-40	Services Agreement for the Provision & Operation of Safety Cameras	0			Grant
Page 41	Services Agreement for the Provision & Operation of Safety Cameras	2	Section 37 (1)	Personal Information	Part-Grant
Page 42-51	Services Agreement for the Provision & Operation of Safety Cameras	0			Grant
Page 52	Project Board Representation & Structure	4	Section 37 (1)	Personal Information	Part Grant
Page 53-56	Schedule C: Charges	30	Section 35 (1) Section 36 (1)(b)(c)	Information obtained in confidence Commercially sensitive information	Part Grant
Page 57-124	Services Agreement for the Provision & Operation of Safety Cameras	0			Grant
Page 125	Tender Response - Proposed Solution for Monitoring Vehicle Speed				Grant
Page 126 - 166	Tender Response - Proposed Solution for Monitoring Vehicle Speed	Pages 126-166	Section 35 (1) Section 36 (1)(a)(b)	Information obtained in confidence Commercially sensitive information	Refused
Page 167	Tender Response - Clarification - Section 2 - Qualification Criteria				Grant

Page 168 - 172	Tender Response - Clarification - Section 2 - Qualification Criteria	Pages 166-174	Section 36 (1)(a)(b)	Commercially sensitive information	Refused
Page 173-174	Tender Response - Clarification - Section 4.0 - Pricing				Grant
Page 175-179	Tender Response - Clarification - Section 4.0 - Pricing	30	Section 36 (1)(a)(b)	Commercially sensitive information	Part Grant
Page 180	Tender Response - Clarification - Section 4.0 - Pricing				Grant
Page 181	Tender Response - Clarification - Section 4.0 - Pricing	3	Section 36 (1)(a)(b)	Commercially sensitive information	Part Grant
Page 182	Tender Response - Clarification - Section 4.0 - Pricing	1	Section 37 (1)	Personal Information	Part Grant
		Total number of pages			182
		Total number of pages for full release			120
		Total number of pages for partial release			18
		Total number of pages being withheld			44

THE MINISTER FOR JUSTICE AND EQUALITY

AND

THE COMMISSIONER OF AN GARDA SÍOCHÁNA

AND

ROAD SAFETY OPERATIONS IRELAND

**SERVICES AGREEMENT FOR THE PROVISION
AND OPERATION OF SAFETY CAMERAS**

CHIEF STATE SOLICITOR

OSMOND HOUSE

LITTLE SHIP STREET

DUBLIN 8

Ref:2015/00638/tmf

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THIS AGREEMENT is made the ¹⁰ 17 day of August, 2016

BETWEEN:

- (1) **THE MINISTER FOR JUSTICE AND EQUALITY** of 51, St. Stephen's Green, Dublin 2, D02 HK52 (the "Minister") and **THE COMMISSIONER OF THE GARDA SÍOCHÁNA** of Garda Headquarters, Phoenix Park, Dublin 8, D08 4N3X (the "Garda Commissioner") acting jointly (the Minister and the Garda Commissioner together hereinafter referred to as "the Client"); and
- (2) **ROAD SAFETY OPERATIONS IRELAND TRADING AS GOSAFE** (Company Number: 475239) having its registered office at 3 Burlington Road, Dublin 4, DO4 RD68 ("the Service Provider") (the Client and the Service Provider together hereinafter referred to as the "Parties" and each of them as a "Party").

WHEREAS:

- A. Through an open tender process which commenced with publication of a contract notice and Request for Tender on the E-Tenders website on 18th December 2015, the Garda Commissioner invited tenders for the provision and operation of safety cameras in Ireland for An Garda Síochána.
- B. A number of tenders were submitted, one of which was that of the Service Provider which after an evaluation was selected as being the most economically advantageous proposal to provide the Services (hereafter "the Tender"). The Service Provider has represented to the Client that it has considerable skill, knowledge and experience in provision of the Services.
- C. The Service Provider agrees to provide the Services in accordance with the Tender Documents and upon the terms and conditions hereafter set out in this Agreement.
- D. The Client hereby appoints the Service Provider, and the Service Provider agrees, to provide the Services in accordance with the Tender Documents and in accordance with the terms and conditions of this Agreement.
- E. This is an agreement within the meaning of Section 81 of the Road Traffic Act 2010.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the attached Schedules and any document incorporated by reference hereto (together “the Agreement”) the following terms shall have the meanings hereunder:

“Additional Hours” means hours requested by the Garda Commissioner outside of the Core Hours. Additional Hours will not exceed 1,500 hours in any Month. Unless otherwise agreed, Additional Hours will primarily be used to conduct Monitoring Sessions.

“Approved Monitoring Hours” means Monitoring Hours approved by the Garda Commissioner for payment.

“Average Speed Safety Camera System” means a Safety Camera System permanently fixed at two or more locations on roadside poles or over-lane gantries and which determine vehicles’ average speed between those locations. Average Speed Safety Camera Systems are not continually manned while in operation.

“Captured Data” means evidential data captured and recorded by a Safety Camera System.

“Captured Image” means a photographic or digital image representation of a Speeding Event including a superimposed Image Data Block.

“Change Control Procedure” means the procedures to be complied with by the Parties in accordance with Schedule J.

“Change of Law” means any change or amendment to or any repeal of any law, being affected or occurring as a result of:

- a. the execution of international conventions, EU regulations, directives, or decisions of any competent EU authority provided that same is directly applicable in Ireland or incorporated into Irish legislation;
- b. the introduction of new Irish laws and/or ordinances, including emergency ordinances and/or Government decisions or ministerial orders or joint ministerial orders or other legislative items;
- c. the adoption of Irish general administrative acts and/or the issuance of any regulation by any relevant authority and/or any act or guideline of any such relevant authority

and/or any specification or standard required or set by means of a decision of such relevant authority; and

- d. changes in the interpretation and/or application of any such conventions, laws, decrees, acts and regulations as described in items (a), (b) and/or (c) hereof pursuant to court decisions having general and mandatory application within Ireland; which was not reasonably foreseeable at the Contract Start Date by an experienced contractor or service provider on the basis of but not limited to:

- (i) draft Bills or other proposals for legislation published in Government Green Papers or White Papers or other consultation papers of Government Departments or of statutory agencies;
 - (ii) Bills, whether or not initiated in the Oireachtas before the Contract Start Date;
 - (iii) draft statutory instruments;
 - (iv) draft instruments or proposals in the Official Journal of the European Communities;
 - (v) any Government guidance; or
 - (vi) any applicable judgement of a relevant court of law which changes a binding precedent;
- in each case, published or otherwise publicly available before the Contract Start Date in substantially the same form as such change takes.

“Charges” means the fees, charges and other sums due to the Service Provider as more particularly set out in Schedule C. Subject to the provisions of Clause 32 (Change Control Procedure), the Charges are fixed for the Term.

“Client’s RFT” means the Request for Tender document, Ref. No. 101852 – EMS014C published on the E-Tenders website on 18th December 2015 together with the written clarifications issued by the Client to the Service Provider dated 8th January 2016 to 22nd February 2016 inclusive and 18th March 2016 and 14th April 2016 and which are attached in Schedule L, Part I hereto. The Client’s RFT is hereby incorporated by reference into this Agreement.

“Contract Start Date” means the date as set out in Clause 2.1.

“Core Hours” means 90,000 hours, consisting of 88,800 Monitoring Hours and 1,200 Survey Hours per 12 Month period. Unless otherwise agreed, the minimum number of hours required

to be completed by the Service Provider per Month is 7,400 monitoring hours and 100 survey hours with a variance of 5% +/- as determined by the Garda Commissioner.

“Data” means data generated or previously existing in consequence of the implementation of the Services.

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other.

“Designated Monitoring Equipment Operator” means persons who have been trained by the Service Provider to operate Survey Equipment or a Safety Camera System.

“Designated Data Processing Operator” means persons who have been trained by the Service Provider to process Captured Data.

“Designated Service Manager” means the person(s) designated by the Service Provider to lead the delivery of the Services.

“Evidential Data File” means a data file to be provided by the Service Provider to the Garda Commissioner for direct input in FCPS.

“Evidential Image” means a contextual image recorded by Monitoring Equipment allowing a close-up of each vehicle’s licence plate to be captured and cropped from the image of each vehicle observed as having exceeded the speed limit at a Monitoring Location.

“Exit Plan” means the obligations and rights of the respective parties pertaining to managing a smooth transition from the provision of the Services by the Service Provider to the provision of replacement services by the Client or any new service provider, all as set out in Schedule K (Exit Plan).

“Fixed Charge Processing System” (“FCPS”) means the system operated by An Garda Síochána for preparing fixed charge notices for speeding offences.

“Fixed Safety Camera System” means a Safety Camera System permanently fixed at a specific location on a roadside pole or over-lane gantry. Fixed Safety Camera Systems are not continually manned while in operation.

“Force Majeure Event” means an event and circumstances (or combination of events and circumstances) beyond the reasonable control of the Affected Party (as defined in Clause 16) which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion acts of terrorism, embargoes, explosions, fires, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause occurring at and affecting only the Service Provider (or sub-contractor or agent) places of business.

“Free Speed Survey” means a survey measuring the speeds of vehicles unconstrained by traffic, weather conditions or road geometry at locations where it is possible to travel faster than the speed limit.

“Garda Commissioner” means the Commissioner of An Garda Síochána and any person or section acting with the authority and approval of the Garda Commissioner, in accordance with the Garda Síochána Act 2005. All governance and direction for the purposes of this Agreement is to be directed through OSCAM in accordance with the Governance Schedule B.

“Guidelines for Monitoring Location Selection” means a document prepared by the Garda Commissioner which specifies in detail, requirements for selecting Monitoring Locations.

“Image” means a photographic or digital representation of a Speeding Event.

“Image Data Block” means data superimposed automatically by a Safety Camera System on each Image which relates to:

- a. the characteristics of the Speeding Event being monitored (for example the speed of the subject vehicle, the time the Speeding Event took place, etc);
- b. the location of the Safety Camera System;
- c. the unique identifier of the Safety Camera System.

“Implementation Plan” means the detailed plan which describes the Implementation Phase for the implementation of the Services which includes project initiation, mobilisation and resourcing, testing, milestones, risks and time schedule necessary for the preparation and delivery of the Services. The Implementation Plan shall be submitted by the Service Provider in Microsoft Project format.

“Implementation Phase” means the period commencing on the Contract Start Date and ending on the last day of the first Month in which the Service Provider achieves the Core Hours.

“IPR or Intellectual Property Rights” means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, database and database rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

“Key Personnel” means the Service Provider’s personnel assigned to provide the Services to the Client as set out in the Tender.

“Mobile Safety Camera System” means a Safety Camera System installed in a Mobile Safety Camera System vehicle. Mobile Safety Camera Systems must be continually manned while in operation.

“Monitoring” means the measurement of vehicle speeds and recording of Captured Data as necessary using Safety Camera Systems.

“Monitoring Equipment” means the collective term for any single item of monitoring or recording equipment and which when used in combination with other single items of equipment, forms a complete Safety Camera System.

“Monitoring Equipment Register” means a register of all approved equipment used by the Service Provider for the purposes of monitoring vehicle speeds.

“Monitoring Hours” means the number of hours one or more Mobile Safety Camera Systems are to be operated at Monitoring Locations as instructed in the Monitoring Schedule.

“Monitoring Location” means a site which has been approved for use by the Garda Commissioner which is located within an approved Zone.

“Monitoring Schedule” means the schedule of Monitoring Sessions approved by the Garda Commissioner for implementation by the Service Provider.

“Monitoring Session” means one occurrence of a specific number of Monitoring Hours instructed by the Garda Commissioner to be carried out at a specific Monitoring Location at a specific time.

“Monitoring Session Data” means data providing a complete description of each Monitoring Session.

“Monitoring Session Data File” means a data file providing the Monitoring Session Data.

“Monitoring Vehicle” means any vehicle used by the Service Provider in conjunction with delivering any aspect of the Services.

“Month” means a calendar month.

“OSCAM” means the Office for Safety Camera Management, in respect of which the personnel attached thereto, will act on behalf of the Garda Commissioner.

“Policy and Procedures Handbook” means documents containing a full description of all policies and procedures to be followed by the Service Provider in delivering the Services which is approved by the Garda Commissioner.

“Processing System” means the collective term for the system(s) that the Service Provider uses to analyse, validate and process the images and data captured by safety cameras.

“Project Manager” means the person or persons appointed by each Party in writing for liaising with the other Party in the provision of Services or any part or parts thereof under this Agreement.

“Relevant Consents” means all consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other matters, official or otherwise which are required (or which would in accordance with prudent industry practice normally be obtained) in connection with the provision of the Services.

“Safety Camera System” means the software, hardware and other associated components used at the roadside to detect, capture and store Captured Data including but not limited to:

- a. a detection and measuring device;
- b. a camera/image recording device;
- c. a flash (or other ancillary lighting) unit;
- d. a data storage device(s).

“Safety Statement” means a statement specifying the manner in which the Service Provider shall secure and manage the safety, health and welfare of staff.

“Security Policy” means the Client’s security policy as referred to in Schedule H.

“Services Commencement Date” means the date on which formal testing is completed and the Services Commencement Certificate is issued by the Garda Commissioner in accordance with Annex B of the Client’s RFT and therefore, the date from which the Service Provider will receive payment for delivering the Services in accordance with Schedule C (Charges).

“Services” means any or all (or any part) of the services to be provided by the Service Provider in accordance with and for the purposes of this Agreement as set out in Schedule A, or as otherwise agreed in writing between Service Provider and Client in accordance with the terms of this Agreement.

“Speeding Event” means an occurrence where a vehicle is detected and recorded travelling in excess of the speed limit of the road where the Monitoring Session is being conducted.

“Staff Plan” means a description of the Service Provider’s human resources required to deliver the Services.

“Staff Register” means a register of all of the Service Provider’s staff approved by the Garda Commissioner to participate in delivering the Services.

“Survey Equipment” means the collective term for any monitoring and recording equipment used in conjunction with carrying out the Surveys.

“Survey Hours” means the number of hours one or more Free Speed Surveys are to be conducted at Monitoring Locations as instructed in the Survey Schedule.

“Survey Schedule” means the schedule of Survey Sessions approved by the Garda Commissioner for implementation by the Service Provider.

“Survey Session” means one occurrence of a specific number of Survey Hours instructed by the Garda Commissioner to be carried out at a specific Monitoring Location at a specific time.

“Suspension Payments” means payments due to the Service Provider in accordance with the provisions of Clause 18 of the Services Contract.

“Temporary Fixed Safety Camera System” means an unmanned mobile system, fixed on a heavy base, which can be moved from location to location on a periodic basis. Units feature reinforced tamper and vandalism resistant housing. The system will operate similar to a Fixed Safety Camera System but does not require any structural modifications to the road or roadside.

“Tender Documents” means the Client’s RFT and the Tender.

“Tender” means the document submitted by the Service Provider on the 25th February 2016 in response to the Client’s RFT together with the Service Provider’s responses dated 30th March 2016 and 14th April 2016 to requests for clarification from the Client, which responses are attached in Schedule L part II hereto. The Tender is hereby incorporated by reference into this Agreement.

“Termination Compensation” means payments due to the Service Provider in accordance with the provisions of Clause 19.1 of the Services Contract.

“Viewing Equipment” means hardware and software equipment provided by the Service Provider for the purpose of viewing the Evidential Data File and/or the Monitoring Session Data File in Court.

“Zone” means a section of road identified by the Garda Commissioner for the conduct of Survey Sessions or Monitoring Sessions.

1.2 References to Clauses and Schedules are to the Clauses of, and Schedules to, this Agreement. The Schedules form part of, and are hereby incorporated by reference into, this Agreement. Any reference to this Agreement shall be deemed to include the Schedules, the Client’s RFT and the Tender. In the event of any contradiction, ambiguity or conflict of interpretation between the documents comprised in this Agreement, the terms of this Agreement shall prevail over the Schedules and the provisions of Agreement shall prevail over the provisions of the Tender Documents having regard to the following decreasing order of precedence:

- 1.2.1 This Agreement and the Schedules A to K;
- 1.2.2 The Clarifications at Schedule L Part I;
- 1.2.3 The Client’s RFT;

- 1.2.4 the Clarifications at Schedule L Part II; and
- 1.2.5 the Tender.
- 1.3 Clause headings are for reference only and do not affect the construction of this Agreement;
- 1.4 Words such as "hereunder", "hereinafter", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section or Clause hereof;
- 1.5 All money amounts are stated in EURO currency unless otherwise expressly specified;
- 1.6 Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa; any reference to a person includes his successors, personal representatives and permitted assigns;
- 1.7 A reference to a person shall include a reference to any individual, company, partnership, trust, association, government or local authority department or other authority or body (whether corporate or otherwise);
- 1.8 Any reference to a statutory provision shall include any amendments, modifications repeals or re-enactments;
- 1.9 Reference to any document includes that document as amended, novated, supplemented or replaced from time to time.
- 1.10 References to the Service Provider include references to its sub-contractors, agents and employees.

2 DURATION AND STATUS

- 2.1 This Agreement shall commence on the date of execution of this Agreement by the Parties.
- 2.2 Subject to Clause 4 (Acceptance Testing) and Clause 19 (Termination) this Agreement shall continue for a period of six (6) years from the Services Commencement Date

unless it is otherwise lawfully terminated or otherwise lawfully extended by the Client ("Term"). The Client may at its option extend the period of this Agreement for a further period not exceeding twelve (12) months subject to six (6) months prior written notice to the Service Provider before the expiry of the six (6) years from the Services Commencement Date.

- 2.3 During the Term of this Agreement the Service Provider shall be an independent contractor and not the employee of the Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Service Provider are not and shall not hold themselves out to be (and shall not be held out to by the Service Provider as being) servants or agents of the Client for any purposed whatsoever.
- 2.4 The Service Provider is deemed to be the prime contractor under this Agreement and hereby assumes full responsibility for the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Service Provider as prime contractor assumes liability for its sub-contractors and shall ensure that its sub-contractors shall comply in all respects with the relevant terms of this Agreement to the extent that it or they are retained by the Service Provider to carry out any part or parts of the Services hereunder as if a Party hereto.
- 2.5 Nothing in this Agreement shall preclude the Client from retaining the services of third parties at any time during the currency of this Agreement to assist it in carrying out its duties, provided that any required liaison between the Service Provider and such third parties shall be via the Parties' Project Managers. The Service Provider undertakes to exercise all due care, skill and diligence in the appointment, monitoring and retention of its agents and sub-contractors. The Service Provider shall require agents and sub-contractors to exercise all due care, skill and attention in the provision of the Services to the Client.
- 2.6 Nothing in this Agreement shall preclude the Client from carrying out any functions in connection with or related to operational policing duties, obligations at law or as provided for in the Garda Síochána Act 2005 or otherwise.

- 2.7 The Service Provider acknowledges that the terms of this Agreement do not vest any discretionary or other law enforcement functions (to include by way of illustration camera location, execution of warrants, registration of court orders or similar) in the Service Provider.

3 SCOPE OF SERVICES OBLIGATIONS

3 (A) Service Provider's Obligations

- 3.1 The Service Provider undertakes to perform its obligations arising from this Agreement with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Agreement and in the appointment, monitoring and retention of its agents and subcontractors.
- 3.2 In consideration of the payment of the Charges and subject to Clause 4 of this Agreement the Service Provider shall:
- 3.2.1 Provide the Services;
- 3.2.2 Comply with and implement any policies, guidelines and/or any project governance protocols issued by the Client from time to time and notified to the Service Provider in writing;
- 3.2.3 Provide the Services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to, the requirements of the Road Traffic Acts 1961 to 2014, the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996 and 2001, the Data Protection Acts 1988 and 2003, the Prevention of Corruption Act 2010, the Freedom of Information Act 2014, where practicable and appropriate, the Disability Act 2005 and the Equal Status Acts 2000 to 2012 and all applicable employment legislation. The Service Provider will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Agreement. The Service Provider must

comply with any applicable statutory terms relating to minimum pay and to any applicable legally binding sectoral agreements.

3.3 In relation to the Implementation Plan:

3.3.1 within seven (7) calendar days of the Contract Start Date, the Service Provider shall meet the Client, and within fourteen (14) calendar days of the Contract Start Date will provide the Client with an updated Implementation Plan;

3.3.2 the Service Provider acknowledges that failure to achieve Core Hours as set out in the Implementation Plan, shall unless otherwise determined by the Client, constitute a serious breach of this Agreement.

3.4 In accordance with Section 81 of the Road Traffic Act 2010 it is a condition of this Agreement that the determination of the Monitoring Locations shall be a function of the Garda Commissioner which function shall be carried out by a member of the Garda Síochána (nominated from time to time by the Garda Commissioner and identified in writing to the Service Provider) not below the rank of Superintendent. The nominated member as of the date of this Agreement shall be Superintendent OSCAM. The Service Provider shall not carry out the Services other than at the Monitoring Locations.

3.4 The Service Provider:

3.4.1 shall prepare a Policy and Procedures Handbook detailing the role, responsibilities, dependencies, obligations and operating procedures of the Service Provider in the provision of the Services in accordance with and subject to the terms and conditions of this Agreement and having regard to the provisions of the Tender;

3.4.2 shall within sixty (60) calendar days of the Contract Start Date submit a draft of the Policy and Procedures Handbook to the Client, for approval. The Client shall identify any areas of concern for review and amendment within twenty one (21) calendar days setting out any directions as to the content and operational effectiveness of the Policy and Procedures Handbook that it requires the Service Provider to address. The Service Provider shall submit a revised draft within thirty (30) calendar days for approval and direction of the

Client. Upon approval by the Client the Policy and Procedures Handbook shall become effective. References in this Agreement to 'Policy and Procedures Handbook' shall mean the document approved and accepted by the Client in accordance with this Clause 3.4.2. The Policy and Procedures Handbook shall not be amended save upon direction of the Client or the written agreement of the Parties.

3.4.3 undertakes to comply with the Policy and Procedures Handbook and to notify the Client Project Manager forthwith of any deviation from or breach of the provisions thereof whether as to matters of security, data handling, vehicles, premises, personnel or otherwise and shall comply with all written directions of the Garda Commissioner in respect thereof;

3.4.4 acknowledges that the breach of the terms of this Clause 3.4 shall constitute a serious breach of this Agreement.

3.5 The Service Provider shall comply with and implement any policies and or guidelines reasonably issued by the Client from time to time and notified to the Service Provider in writing particularly (but not exclusively) in respect of the driving and parking of vehicles which are outlined in the "Guidelines for Monitoring Location Selection". Without prejudice to the generality of the foregoing the Service Provider hereby undertakes to ensure and procure that:

3.5.1 all vehicles used in connection with the provision of the Services must be fit for purpose and maintained in a road-worthy condition;

3.5.2 all Monitoring Vehicles are maintained in a physical state which does not adversely impact on the quality of captured images; and

3.5.3 all vehicles and drivers meet all legislative requirements in respect of the use of such vehicles in a public place.

3.6 The Service Provider shall develop and operate a quality management system in accordance with the requirements of Schedule D. Without prejudice to the generality of the foregoing the Service Provider shall:

3.6.1 not make any material changes to the quality management system as approved in accordance with Schedule D without the prior written approval of the Client;

- 3.6.2 notify the Client of any change to its quality assurance certified status and shall take account of any concerns of the Client as to any impact on the Services arising therefrom.
- 3.7 The Service Provider shall comply with the image and branding requirements of the Client in accordance with Schedule E.
- 3.8 The Service Provider undertakes to use appropriately experienced, qualified, skilled and trained personnel in performing the Services and to provide the Services in accordance with industry standards and in accordance with applicable laws. Without prejudice to the generality of the foregoing;
- 3.8.1 the Service Provider shall:
- 3.8.1.1 comply with the terms of Schedule F with regard to staffing and organisational matters in the provision of the Services and undertakes to comply with all written directions of the Garda Commissioner in relation thereto;
- 3.8.1.2 ensure that all personnel required to be appropriately accredited with a certificate to practice have been issued with the necessary certificate before assignment to operational status.
- 3.8.2 where within the terms of Schedule F reference is made to the Service Provider giving an undertaking to the Client, the execution of this Agreement shall be deemed to constitute such undertaking by the Service Provider for itself and for and on behalf of any person engaged in the provision of any part of the Services hereunder.
- 3.9 The Service Provider shall comply with the provisions of Schedule G with regard to facilities for the operation, management and administration of the Services and will comply with all reasonable written directions of the Garda Commissioner in relation thereto. The Service Provider shall ensure that the Services are appropriately resourced whether financially, operationally, or otherwise in order to ensure compliance with the terms of this Agreement.

- 3.10 The Service Provider shall ensure that no computer virus is communicated to the Client via its computer system. If the Service Provider becomes aware that there is a virus in its computer system it shall immediately give notice to the Client and disconnect any interface with the Client until the Client confirms that the virus does not create a danger to the Client's systems.
- 3.11. The Service Provider shall ensure that the Services shall be provided in accordance with the requirements of this Agreement notwithstanding any requisite maintenance, calibration or replacement of equipment.
- 3.12 The Service Provider undertakes and acknowledges that it is responsible for ensuring that all Key Personnel assigned by it to provide the Services shall be available for the term of this Agreement. The Service Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Client. In the event that any of the Key Personnel assigned by the Service Provider to provide the Services under this Agreement becomes unable to provide the Services for whatever reason then, the Service Provider acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("Replacement Personnel"). The Service Provider shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.
- 3.13 The Service Provider shall ensure that it will take all steps necessary to ensure that in the provision of the Services all equipment, personnel, procedures and processes used by the Service Provider will preserve the integrity of data, evidence and chain of evidence. The provisions of this Clause shall survive the termination of this Agreement for whatever reason.
- 3.14 Without prejudice to any provision of this Agreement, the Service Provider's attention is drawn to the following Clauses which the Client considers to be of particular importance:
- 3.14.1 Data Protection and Security (Clause 7); and
- 3.14.2 Confidential Information and the Official Secrets Act (Clause 6).

3 (B) Client's Obligations

3.15 Subject to the provisions of this Agreement, the Client hereby agrees and undertakes with the Service Provider to:

3.15.1 ensure that the specific duties and obligations allocated to the Client as set out in this Agreement are performed by the Client in accordance therewith and shall comply with such timescales and other obligations as may be agreed from time to time; and

3.15.2 provide access to and the input of personnel of the Client relative to the task involved, in connection with matters to be undertaken in connection with this Agreement.

4. ACCEPTANCE TESTING

4.1 Prior to commencement of the Services the Service Provider must complete formal testing ("Testing") in accordance with the procedures detailed in Annex B of the Client's RFT, to the satisfaction of the Client and as same may be further detailed in the Implementation Plan. Services shall not commence unless and until a "Services Commencement Certificate" as detailed in Annex B of the Client's RFT has been issued by the Garda Commissioner and the Service Provider so acknowledges and concurs.

4.2 In the event that the Service Provider:

4.2.1 fails to pass any stage of Testing within a period as determined by the Client, or

4.2.2 is unable to correct critical defects as identified by the Client within a period as determined by the Client,

the Client may terminate this Agreement immediately without cause and no compensation or other payment shall be due to the Service Provider.

5 CHARGES AND PAYMENT

5.1 Subject to the provisions of Clause 4 and this Clause 5 the Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at Schedule C.

5.2 Discharge of the Charges is subject to:

5.2.1 Compliance by the Service Provider with the terms of this Agreement;

5.2.2 The furnishing by the Service Provider of a valid invoice and such supporting documentation as may be required by the Client and in particular the invoicing arrangements as set out in Schedule C. Any Service Provider pre-printed terms and conditions are hereby disallowed;

5.2.3 The Client must be in possession of the Service Provider's current valid Tax Clearance Certificate.

5.3 Save any Force Majeure Event, if the Service Provider fails to perform the Services in accordance with this Agreement and to the extent the Client has not caused or contributed to such failure to perform, an appropriate sum may be withheld by the Client, from any payment otherwise due (the "Retention Amount") which Retention Amount in total shall not at any given time exceed [REDACTED] of the payment otherwise due. In such event the Client's Project Manager shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction and shall notify the Service Provider accordingly. Payment of the Retention Amount for any given year of the Agreement shall be made at the end of the quarter following remedy in all material respects of any non-compliant Services. The Client shall hold the Retention Amount on behalf of the Service Provider but without any obligation to invest.

Notwithstanding the provisions of this Clause, the Client reserves the right to refuse payment for any non approved hours in accordance with this Agreement to the extent that the Client has not caused or contributed to such non approved hours. The terms of

this Clause 5.3 shall be without prejudice to and not be in substitution for any rights under this Agreement.

- 5.4 The provisions of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (the "Regulations") shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment in accordance with the Regulations.
- 5.5 Charges shall be discharged as provided for in this Clause subject to the retention by the Client in accordance with Section 523 of the Taxes Consolidation Act 1997 of any withholding taxes payable with respect to the Service Provider.
- 5.6 All sums payable by either Party under this Agreement shall be paid in Euro.
- 5.7 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Client following delivery of a valid VAT invoice. The Service Provider shall indemnify the Client against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Client at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under this Agreement.
- 5.8 Any movements in costs due to labour costs brought about by national wage agreements will be considered subject to a formal submission by either Party. Any submission whether to reflect cost increases or decreases should be processed through the Change Control Procedure.

6. CONFIDENTIAL INFORMATION AND OFFICIAL SECRETS ACT

- 6.1 The Service Provider shall comply with the terms of the Confidentiality Agreement as exhibited at Schedule I, Part I to this Agreement.
- 6.2 The Service Provider shall ensure that all personnel execute the Confidentiality Undertaking set out in Schedule I, Part II to this Agreement.
- 6.3 In addition to its obligations under Clause 6.1 and Clause 6.2, the Service Provider agrees that it will execute on its own behalf, and on behalf of all employees employed by the Service Provider who are assigned to provide any part of the Services under this

Agreement, any documentation which the Client reasonably deems necessary to ensure confidentiality (including any documentation necessitated by the provisions of the Official Secrets Act 1963).

- 6.4 The Service Provider shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information, as defined in Schedule I, furnished to him by the Client and the Service Provider so acknowledges and confirms.
- 6.5 The provisions of this Clause 6 will continue in force notwithstanding the termination of this Agreement for any reason.

7. DATA PROTECTION AND SECURITY

- 7.1 In relation to all personal data (as such expression is defined in the Data Protection Acts 1988 and 2003 ("Personal Data")), the Service Provider will at all times comply with the Data Protection Act 1988 to 2003, as a data controller if necessary, including maintaining a valid and up-to-date registration or notification under the Data Protection Acts 1988 and 2003 covering the data processing to be performed in connection with the Services.
- 7.2 The Service Provider shall comply with the Client's Security and Data Protection Policy as attached at Schedule H hereto.
- 7.3 The Client shall notify the Service Provider of any changes or proposed changes to the Security Policy.
- 7.4 The Service Provider shall advise the Client as soon as it becomes aware of any breach, or potential breach, of the Security Policy or any other breach, or potential breach, of security which may adversely affect the Services.
- 7.5 The Client shall have the right, in its absolute discretion, to require the Service Provider not to use specified individuals employed or engaged by the Service Provider in the performance of specified elements of the Services.
- 7.6 The Service Provider's personnel shall comply with the Client's procedures for vetting personnel in respect of all the Service Provider's personnel employed or engaged in the provision of the Services.

7.7 The provisions of this Clause 7 shall survive termination of this Agreement for any reason.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights title and interest in all reports, data manuals, Images, software, other materials or programs (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Agreement (collectively "the Materials") (or any part or parts thereof) shall vest in the Client and the Service Provider so acknowledges and confirms. For the avoidance of doubt the Service Provider hereby assigns all Intellectual Property Rights, title and interest in the Materials to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Client absolutely.

8.2 All Intellectual Property Rights existing prior to the Contract Start Date and all Intellectual Property Rights in any materials, acquired or developed by or for Service Provider or Client independently of this Agreement, and any IPR in Service Provider's standard hardware and software products or modifications or updates to such products shall remain the sole property of the Party who owned, acquired or developed such intellectual property ("Pre-Existing IPR").

8.3 The Client hereby grants to the Service Provider for the duration of this Agreement a non-exclusive, world-wide, royalty-free licence to use the Client's Pre-Existing IPR to the extent necessary for the Service Provider for the purposes of the performance of its obligations under this Agreement.

8.4 Subject to Clause 6 (Confidential Information and Official Secrets Act) nothing in this Agreement shall prohibit or be deemed to prohibit the Service Provider from providing services similar to the Services to any party other than the Parties hereto. In no event shall the Service Provider be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

- 8.5 The Service Provider shall ensure that all and any necessary consents and or licences for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement. The Service Provider shall secure access (via an escrow agreement or otherwise) for the Client and/or the Service Provider to all source codes in relation to the relevant Intellectual Property Rights, in whole or in part (including software) for the sole purpose of the Services and/or for continuous performance (in particular of maintenance obligations) by a third party service provider in case of termination of this Agreement. The Service Provider agrees that it will defend, at its own expense, any claim or action brought against the Client for infringement by the Client or the Service Provider of any patent, copyright, task work or other Intellectual Property Rights (insofar as such rights are used for the purposes of this Agreement) and the Service Provider agrees that it will pay all sums, which, by final judgement or settlement in any such suits, may be assessed against the Client on account of such infringements, provided that the Service Provider:
- 8.5.1 shall be given immediate written notice of all claims of any such infringement and of any suits brought or threatened against the Client;
 - 8.5.2 is provided full cooperation on the part of the Client without any charge to the Service Provider in connection therewith; and
 - 8.5.3 is provided authority to assume the sole and full defence thereof and to compromise or settle any such suits. In any event, the Client, at its own expense, shall have the right to participate and cooperate in the Service Provider's defence in any such action through the Client's own counsel, provided the Service Provider remains the lead counsel.
- 8.6 Upon the termination of this Agreement for whatever reason, the Service Provider will immediately deliver up to the Client all the Materials (or any part or part thereof) prepared up to the date of termination. The provisions of this Clause 8 will survive the expiration or termination of this Agreement for any reason.

9. EMPLOYMENT LAW

The Service Provider shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "Regulations") and failure to so comply shall constitute a serious breach of this Agreement. The Service Provider shall indemnify, save harmless and keep the Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Client under the Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement. This indemnity survives the expiration or termination of this Agreement for whatever reason.

10 HEALTH AND SAFETY

10.1 The Service Provider shall comply with the health and safety provisions as set out in this Clause and shall notify the Client of any alterations to its health and safety policies and procedures as set out in the Tender and the Service Provider shall take account of any concerns of the Client as to any impact on the Services arising from any proposed alteration thereto. The Service Provider acknowledges that it is responsible for compliance with all and any applicable health and safety obligations with regard to its role and obligations as Service Provider and its obligations as employer and that nothing in this Agreement shall constitute or be deemed to constitute any endorsement by the Client as to the suitability of the Service Provider's health and safety policies for the purposes of any such legislative or other legal obligations.

10.2 The Service Provider shall comply with the Safety, Health and Welfare at Work Act 2005 and all Safety, Health and Welfare at Work Regulations. The Service Provider shall ensure that best current practice is employed at all times.

10.3 The Service Provider shall be required to provide the Client with access to its records of all health and safety-related incidents on request.

11. RELEVANT CONSENTS

11.1 The Service Provider undertakes to ensure and procure (at its own expense) that all Relevant Consents are and shall remain and be maintained in full force and effect and all conditions thereof are fully complied with. Without prejudice to the generality of the foregoing the Service Provider:

11.1.1 undertakes to notify the Client forthwith of any change in status of Relevant Consents;

11.1.2 will identify how such change in status impacts or is likely to impact on the provision of the Services, propose such remedial action as may be required to ensure the continued provision of the Services and comply with all reasonable requirements of the Client;

11.1.3 if required by the Client, confirm the currency and validity of all Relevant Consents in place and compliance by the Service Provider with any conditions pertaining thereto.

11.2 In the event that any Relevant Consents are not held for any reason including but not limited to revocation, or suspension or expiry of the Relevant Consent, the Client may suspend this Agreement from the date of the revocation, suspension or expiry. In the event that any Relevant Consent is not reinstated within thirty (30) calendar days from the date of suspension, revocation or expiry, the Client may by notice in writing terminate this Agreement with immediate effect.

12 EXIT MANAGEMENT

The Client and the Service Provider shall comply with the Exit Plan requirements set out in Schedule K (Exit Plan) and any current Exit Plan. The Service Provider must carry out its obligations under this Clause in a manner that minimises any disruption to the Client and does not have any adverse or negative impact on the Services.

13. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS LIABILITY

13.1 The Service Provider warrants, represents and undertakes to the Client:

13.1.1 it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to provide the Services hereunder;

13.1.2 the execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Service Provider is a party or any judgment, order, statute or regulation which is applicable to the Service Provider or its assets;

13.1.3 the Service Provider is entering into this Agreement with a full understanding of its material terms and risks and is capable of assuming those risks;

13.1.4 the Service Provider is entering into this Agreement with a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;

13.1.5 the Service Provider has acquainted itself with and shall comply with legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services.

13.1.6 the Service Provider has taken all and any action necessary in accordance to ensure that it has the power to execute and enter into this Agreement; and

13.1.7 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Agreement and for the Client to obtain the benefit of the Services for its business purposes.

13.2 The Service Provider undertakes to notify the Client forthwith of any material change to the status of the Service Provider with regard to the warranties, representations and undertakings as set out at Clause 13.1 and to comply with all reasonable directions of the Client with regard thereto which may include termination of this Agreement.

14 INSURANCE

14.1 The Service Provider shall retain, and shall maintain for the Term the following insurance policies with reputable insurance companies for the nature and amount:

14.1.1 employer's liability insurance: €12.7 million for any one claim or a series of claims arising out of a single occurrence;

14.1.2 public liability insurance: €6.5 million limit for any one claim or series of claims arising out a single occurrence;

14.1.3 motor insurance: with unlimited indemnity in respect of third party personal injury and a third party damage limit of not less than €6.5 million for any claim or series of claims arising out of one incident;

14.1.4 Professional Indemnity Insurance: €6.5 million on an annual aggregate basis.

14.2 The Service Provider shall ensure that both the employers and public liability policy shall contain an indemnity to principles clause under which the Client shall be indemnified in respect of claims made against the Client in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Service Provider is legally liable.

14.3 The Service Provider undertakes to:

14.3.1 advise the Client of any material change to its insured status,

14.3.2 produce to the Client proof of current premiums paid, upon written request,

14.3.3 produce valid certificates upon written request, and

14.3.4 upon written request to the Client to have the Client's interest noted on any of the insurance policies required by Clause 14.1.

15 INDEMNITY AND LIMITATION ON LIABILITY

- 15.1 The Service Provider shall be liable for and shall indemnify the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising directly as a result of the tort, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful Default or fraud of the Service Provider, its employees, subcontractors or agents or any of them or as a result of the Service Provider's failure to exercise care as outlined in Clause 3.1.
- 15.2 Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.
- 15.3 Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Service Provider's aggregate liability to the Client under this Agreement whatsoever and howsoever arising shall not under any circumstances exceed 100% per cent of the Charges paid or projected to be paid in any 12 month period (whichever is highest) under this Agreement regardless of the number of claims.
- 15.4 The terms of this Clause 15 shall survive termination of this Agreement for any reason.

16. FORCE MAJEURE

- 16.1 In the event of any failure, interruption or delay in the performance of the Parties' obligations (or of any of them) resulting from any Force Majeure Event that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:
- 16.1.1 the nature of the Force Majeure Event;
- 16.1.2 the anticipated delay in the performance of obligations;
- 16.1.3 the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible.

- 16.2 If the Force Majeure Event continues for thirty (30) days either Party may terminate on fourteen (14) days' notice;
- 16.3 In circumstances where the Service Provider is the Affected Party, the Client shall be relieved from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Service Provider in accordance with the terms and conditions of this Agreement

17 CHANGE OF LAW

- 17.1 In addition to Charges payable to the Service Provider in terms of this Agreement, the Client shall, where not dealt with pursuant to Schedule C (Charges) also pay the proportion of the amount of any increased costs incurred by the Service Provider as a result of (i) the introduction of any Change of Law; or (ii) compliance with any such Change of Law as aforesaid; in either case made after the Contract Start Date (and whether or not retrospective in effect), and in each case as such proportion relates to the provision of Services under this Agreement.
- 17.2 Any increases in Charges arising under Clause 17.1 may be made and shall be payable at or from the time such increased costs are incurred.
- 17.3 Any cost changes arising from the operation of this Clause 17 shall be addressed by the Parties in accordance with the Change Control Procedure set out in Schedule J (Change Control) hereof.

18 SUSPENSION OF THE SERVICES

- 18.1 The Client reserves the right to suspend the delivery of Services, or any part thereof, at any time. The Service Provider shall when so instructed by the Client resume performing the suspended Services.
- 18.2 In the event of suspension in accordance with Clause 18.1, without prejudice to any accrued rights or obligations otherwise arising, the Service Provider shall be eligible to receive payments for the duration of the period of suspension, which shall not exceed two (2) months or any other longer period to be agreed in writing between the Service Provider and the Client, calculated in accordance with Clause 18.3 (“Suspension Payments”).
- 18.3 The value of any monthly Suspension Payments shall amount to a value in euro corresponding to 7,400 Monitoring hours and 100 Survey hours by Mobile Safety Camera Systems per Month, minus the Service Provider’s monthly variable costs corresponding to said period. The Service Provider’s monthly variable costs will be assessed on the basis of actual variable costs incurred over the previous three (3) months. In assessing these costs, the Service Provider will supply all appropriate substantiation documents to support the assessment of actual costs.

Monthly Suspension Payments shall be calculated with the following formula:

$$SP = ((7400 \times R_{\text{monitoring}}) + (100 \times R_{\text{survey}})) \times (100 - D)\%$$

Where:

SP are the monthly Suspension Payments

$R_{\text{monitoring}}$ is the hourly rate for Monitoring Sessions by Mobile Safety Camera Systems at the date of suspension

R_{survey} is the hourly rate for Survey Sessions by Mobile Safety Camera Systems at the date of suspension

D is the variable costs deduction percentage and shall be assessed on the basis of actual variable costs incurred over the previous three (3) months. The value of D shall be no lower than 4.75%.

18.4 The payment for Services provided in this Clause 18 are the only payment to which the Service Provider is entitled.

18.5 The provisions of this Clause 18 will be without prejudice to any other rights or remedies which the Client may have.

19 TERMINATION

19.1 Notwithstanding the provisions of Clause 31 (Dispute Resolution) and subject to the provisions of Sub-Clause 19.2, this Agreement may be terminated by the Client by serving ninety (90) calendar days written notice to the other Party. In the event the Client wishes to terminate this Agreement under this Clause, the Client shall pay the Termination Compensation ("Termination Compensation") as set out in Schedule C, paragraph 4, to the Service Provider. The Termination Compensation shall be in full and final settlement of all liabilities to the Service Provider arising from termination under this Clause 19.1.

19.2 Either Party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

19.2.1 if the other Party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other Party;

19.2.2 if the other Party becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect;

- 19.2.3 if there is, in the Client's sole view, a change in the direct or indirect ownership, or control of the Service Provider without the consent of the Client, if the Client believes that its interests pursuant to this Agreement are prejudiced by such change in the ownership or control of the Service Provider. The Service Provider will notify the Client in writing of any, or any anticipated change in the direct or indirect control or ownership of the Service Provider.
- 19.3 Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 19.4 On completion or termination of this Agreement, howsoever arising, the Service Provider shall immediately return all Confidential Information, as defined in Schedule I, records, papers, materials, media and other property of the Client which is in its possession. As an exception to its obligations under this Clause 19 the Service Provider may retain one copy of the Materials, in paper form, in the Service Provider's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Agreement.
- 19.5 If requested, the Service Provider shall, upon the termination of this Agreement for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Client. The Service Provider agrees to the Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Agreement for whatever cause.

20. STEP-IN-RIGHTS

If at any time any material obligation of the Service Provider is not performed, the Minister shall be entitled to give notice in writing setting out a reasonable period (not less than fourteen (14) days) within which to remedy the Default (having regard to the nature of the obligation which is not performed), and if the Service Provider fails to remedy the Default within such period, the Client may engage any personnel, execute any works and provide and install any equipment which in the opinion of the Client may be necessary to secure the performance of the relevant obligations. The Client may recover the reasonable costs and expenses of exercising all such rights from the Service Provider whether by way of set off or otherwise, which rights are without prejudice to any other remedies available to the Client under this Agreement or at law.

21 REPRESENTATIVES

- 21.1 Each Party appoints the persons named as such in Schedule B as the Client's Project Manager and the Service Provider's Project Manager. The Project Managers shall each act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement. Either Party may, by further written notice to the other Party, revoke or amend the authority of its Project Manager or appoint a new Project Manager.
- 21.2 The respective Project Manager shall be sufficiently senior within the organisation of the appointing Party, and granted sufficient authority by that Party, to ensure full cooperation in relation to the operation and the management of this Agreement.

22. PROJECT MANAGEMENT

- 22.1 The Client's Project Manger and the Service Provider's Project Manager shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Service Provider shall meet formally with the Client to report on progress and shall comply with all written directions of the Client

22.2 The Service Provider agrees to:

- 22.2.1 liaise with and keep the Client's Project Manger fully informed of any matter which might affect the observance and performance of the Service Provider's obligations, including the time scale of completion of the key components of the Services;
- 22.2.2 comply with the reporting arrangements and protocols required by the Client from time to time;
- 22.2.3 comply with all reasonable directions of the Client; and
- 22.2.4 comply with the management and reporting arrangement as set out in Schedule B.

23. FREEDOM OF INFORMATION

In circumstances where the Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Client receiving a request for information related to this Agreement, the Client shall consult with the Service Provider in respect of the request. The Service Provider shall identify any information that is not to be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. The Client will consult the Service Provider about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

24. CONFLICTS, REGISTERABLE INTERESTS AND CORRUPT GIFTS

- 24.1 The Service Provider confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Agreement. The Service Provider hereby undertakes to advise the Client forthwith should any conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof.

24.2 Any registerable interest involving the Service Provider (and any sub-contractor or agent as the case may be) and the Ceann Comhairle (Speaker), the Minister, members of the Government, members of the Oireachtas or their relatives must be fully disclosed to the Minister immediately upon such information becoming known to the Service Provider (sub-contractor or agent as the case may be). The terms “registerable interest” and “relative” shall be interpreted as per section 2 of the Ethics in Public Office Act 1995 (as amended) a copy of which is available on request.

24.3 The Service Provider shall not offer or agree to give any public servant or civil servant any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 24.3 or the commission of any offence by the Service Provider, any of its sub-contractors or agents or any employees of any of the foregoing under the Prevention of Corruption Acts, 1889 to 2010 or the application of any of the exclusion grounds set out in Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016, S.I. No 284 of 2016 (collectively “Prohibited Acts”) to the Service Provider, any of its sub-contractors or agents or any employees of any of the foregoing shall entitle the Client:

- i) to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation; or
- ii) without prejudice to clause 2.4, where the Client becomes aware that any of the Prohibited Acts apply to any sub-contractor or any of its employees, the Client reserves the right to require the Service Provider to immediately replace such sub-contractor and the Service Provider shall comply with such requirement. The Service Provider shall include in every sub-contract a right for the Service Provider to terminate the sub-contract where any of the Prohibited Acts apply to the sub-contractor or any of its employees and a requirement that the sub-contractor in turn includes a provision having the same effect in any sub-contract which it awards; and/or

- iii) require the Service Provider to procure the dismissal of an employee (whether its own or that of a principal sub-contractor (as identified in the Tender).and such other sub-contractors as the Client may from time to time identify) where the Prohibited Act is that of an employee.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties, and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement (save where fraudulently made) are hereby excluded.

26. MEDIA RELEASES

No media releases, public announcements nor public disclosures relating to this Agreement or its subject matter, including but not limited to promotional or marketing material, shall be made by the Service Provider without the prior written consent of the Client. For the sake of clarity, any such prior consent of the Client shall not be necessary for any release of information with respect to the Services and/or this Agreement for internal communication purposes within the Service Provider's organisation (and/or that of any of its shareholders) such as for example communication on intranet websites or for use as a reference in tendering procedures.

27. ASSIGNMENT AND SUBCONTRACT

Subject to a Party's obligations at law, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Agreement requires the prior written consent of the other Party. Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Agreement. Any attempted assignment not complied with in the manner prescribed herein shall be null and void

28. MODIFICATIONS

Save in the case of the operation of a Change Control Procedure amendments to or modifications of this Agreement may be made only by mutual agreement of both Parties in writing and shall be subject to whatever approvals of appropriate authorities as may be required by law.

29. SEVERABILITY AND WAIVER

29.1 If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

29.2 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other further exercise of it or the exercise of any other right, power or privilege. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

30. NOTICES

30.1 Any notice or other communication to be given hereunder shall either be delivered personally or sent by registered post or email. The Parties will from time to time agree primary and alternate contact parties for the purposes of this Clause 30. Where the notice or communication is urgent, the sender will send it separately to both the primary and the alternate contact. Any notification by the Service Provider to either the Minister or the Garda Commissioner shall be deemed to form a valid notification to the Client.

30.2 The address for service of the Parties shall be:-

30.2.1 in the case of the Client:-

Garda Commissioner: Assistant Commissioner Traffic / Superintendent
OSCAM

Post: OSCAM Office, 89/94 Capel Street, Dublin 1, D01 E3C6

E-mail: oscam@garda.ie

Minister: Secretary General, Department of Justice and Equality

Post 51 St. Stephen's Green, Dublin 2, D02 HK52

E-mail: secretarygeneral@justice.ie

30.2.2 in the case of the Service Provider: -

Director:

[REDACTED]

Post:

GoSafe, Clieveragh Industrial Estate, Listowel,
Co. Kerry, V31 V580

E-mail:

[REDACTED]

or such other address as it may have previously notified to the other.

30.3 All notices shall be deemed to have been served as follows:

30.3.1 if personally delivered, at the time of delivery;

30.3.2 if posted by registered post at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

30.3.3 if communicated by email at the time of acknowledgement of transmission;

30.4 Each Party giving a notice or making a communication hereunder by electronic mail shall promptly confirm such notice or communication by post to the person to whom such notice or communication was addressed without prejudice to the effectiveness or validity of the notice which was faxed or emailed.

31. DISPUTE RESOLUTION

- 31.1 Subject to Clause 38 and to the Parties' respective rights to apply to the courts upon any cause of action at any time, Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement, amicably. The Client expects that the Service Provider utilise the State's industrial relations procedures, including the Labour Relations Commission and/or the Labour Court, for the purpose of resolving employment disputes with its employees.
- 31.2 In the event of any dispute arising between the Parties hereto in connection with this Agreement, senior representatives of the Parties shall, within twenty-one (21) calendar days of a written request from either Party to the other communicated in accordance with this Clause, meet in good faith to attempt to resolve the dispute without recourse to legal proceedings.
- 31.3 If the dispute is not resolved as a result of such meeting, either Party may (at such meeting or within fourteen (14) calendar days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral advisor ("Neutral Advisor").
- 31.4 If the Parties are unable to agree on a Neutral Advisor or if the Neutral Advisor agreed upon is unable or unwilling to act, either Party may within twenty-one (21) calendar days from the date of the proposal to appoint a Neutral Advisor or within twenty-one (21) calendar days of notice to the other Party that the Neutral Advisor is unable to act, apply to the Incorporated Law Society of Ireland to appoint a Neutral Advisor.
- 31.5 The Parties shall, within fourteen (14) calendar days of the appointment of the Neutral Advisor, meet with the Neutral Advisor in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Parties may, at any stage, seek assistance from any recognised dispute resolution body to provide guidance on a suitable procedure.
- 31.6 The Parties shall instruct the Neutral Advisor to produce recommendations to the Parties based upon a review of information provided by them.

- 31.7 If the Parties accept the Neutral Advisor's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and, once their duly authorised representatives sign it, shall be binding on the Parties. The Parties shall bear their own costs in connection with this Clause 31 but shall share equally the costs of the Neutral Advisor.
- 31.8 All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 31.9 Failing agreement on this basis referred to in Clause 31.7, either of the Parties may invite the Neutral Advisor to provide a non-binding opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced pursuant to the terms of this Agreement without the prior written consent of both Parties.
- 31.10 If the Parties fail to reach agreement in the structured negotiations within twenty-one (21) calendar days of the Neutral Advisor giving such opinion, then any dispute between them may be referred to the courts.

32 CHANGE CONTROL PROCEDURE

The Parties agree that any request for change to the scope of the Services will be processed in writing through a Change Control Procedure which procedure is detailed in Schedule J hereto ("CCP"). Any disputes arising out of the CCP will be dealt with under and subject to the procedures set out in Clause 31 (Dispute Resolution) hereto.

33. MISCELLANEOUS

- 33.1 Nothing in this Agreement shall be construed as permitting or authorising any trespass by the Service Provider, its sub-contractors, agents, employees or invitees or any of them.
- 33.2 Nothing in this Agreement shall preclude the Client during the currency of this Agreement from granting any licence or permission to any persons to enter upon those State lands on which the Service Provider is to exercise any of its obligations hereunder, from granting any rights, any rights of way or any other ancillary rights or

from exercising any statutory function over/or in respect of the said State lands, or for any purpose whatsoever, insofar as, obligations of the Client permitting, it does not cause any act of interference, obstruction or any activity that will impede, delay or prevent the performance of the Services and to the extent as circumstances may allow the Client will consult with the Service Provider PROVIDED ALWAYS that in the event that either Party consider that any such action may impede, delay or prevent the performance of the Services the Project Managers shall consult as to any consequent amendments to the Monitoring Schedule and / or the Survey Schedule subject to the approval of the Garda Commissioner.

33.3 Nothing in this Agreement shall be construed as conferring any lease or tenancy or other or any property rights whatsoever upon the Service Provider.

34 AUDIT

34.1 The Service Provider shall allow the Client and any auditors of or other advisers to the Client to access any of the Service Provider's premises, the Service Provider's personnel and relevant records as may be reasonably required in order to:

34.1.1 fulfil any legally enforceable request by any regulatory body;

34.1.2 undertake verifications of the accuracy of the Charges or identify suspected fraud;

34.1.3 undertake verification that the Services are being provided and all obligations of the Service Provider are being performed in accordance with this Agreement;

34.1.4 undertake verification that the Service Provider's systems protects the integrity, operation, availability, confidentiality and security of the Client's data;

34.1.5 undertake verification of the Security provisions in Schedule H; or

34.1.6 undertake independent verification of performance statistics.

34.2 The Client shall ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services by the Service Provider and

that, where possible individual audits are co-ordinated with each other to minimise disruption.

34.3 The Service Provider shall provide the Client (and its auditors and other advisors) with all reasonable co-operation, access and assistance in relation to each audit.

34.5 The Client shall provide at least seven (7) calendar days notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.

34.6 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 34.

35 OFFICIAL LANGUAGES ACT

The Service Provider shall comply with the requirements of the Official Languages Act 2003 and any subsequent amendment to that Act as it relates to the delivery of the Services.

36 SURVIVAL

The Service Provider's obligations under this Agreement shall survive the termination of this Agreement for whatever reason.

37 NON-EXCLUSIVITY

Nothing in this Agreement shall preclude the Client from purchasing services (or Services) from a third party at any time during the currency of the Agreement.

38 GOVERNING LAW AND EXECUTION

38.1 This Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Parties hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

38.2 This Agreement shall be executed in triplicate and each copy of the Agreement shall be signed by all the Parties hereto. Each of the Parties to this Agreement confirms that this Agreement is executed by their duly authorised officers.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto as of the date first above written.

SIGNED BY:

James Fitzgerald

THE MINISTER FOR JUSTICE
AND EQUALITY

in the presence of:

[Signature]

Witness

SIGNED FOR AND ON BEHALF OF
THE COMMISSIONER OF
THE GARDA SÍOCHÁNA:

[Signature]

in the presence of:-

Paul Curran Chief Superintendent

Witness

SIGNED FOR AND ON BEHALF
OF ROAD SAFETY OPERATIONS IRELAND

[Signature]

in the presence of:-

[Signature]

Witness

SCHEDULE A – The Services

The Service Provider shall carry out all services as set out in the following and in accordance with the following:

- i) Appendix 1 and Appendix 4 of the Client's RFT and
- ii) Section 3 of the Tender and any and all appendices to the Tender referred to in such Section 3

SCHEDULE B: GOVERNANCE

1. Introduction

This Schedule describes the procedures that will be used to manage the relationship between the Client and the Service Provider under this Agreement.

2. Establishment of the Project Board

- 2.1 The Project Board shall be established by the Client under this Agreement. The Service Provider and the Client shall be represented on the Project Board.
- 2.2 The Project Board will be set up and operate as to be agreed between the Parties.
- 2.3 The Service Provider and the Client shall each appoint a Project Manager.
- 2.4 The Services will be managed at the day to day level through the Service Provider's Project Manager and the Client's Project Manager.
- 2.5 The Project Board will be responsible for the executive management of the Services as set out in this Agreement. The role and function of the Project Board is more particularly set out in paragraph 3 below.
- 2.6 Both Parties will ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3. Project Board Structure and Representation

- 3.1 This Schedule describes in relation to the Project Board:
 - 3.1.1 the Chairperson appointed by the Client;
 - 3.1.2 the Client's members of the Project Board;
 - 3.1.3 the Service Provider's members of the Project Board;
 - 3.1.4 the frequency at which the Project Board shall meet (unless otherwise agreed between the Parties);

- 3.1.5 the location of the Project Board's meetings (unless otherwise agreed between the Parties); and
 - 3.1.6 the planned start date by which the Project Board shall be established.
- 3.2 The Chairperson will have the right to appoint additional members of the Project Board at their discretion and as the need arises.
- 3.3 In the event that either Party wishes to replace any Project Board Member position, with the exception of the Chairperson, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed).
- 3.4 Each Party shall ensure that its Project Board Members shall make all reasonable efforts to attend Project Board meetings at which that Project Board Member's attendance is required. If any Project Board Member is not able to attend a Project Board meeting, that person shall use all reasonable endeavours to ensure that:
- 3.4.1 a delegate attends the relevant Project Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 3.4.2 that he/she is debriefed by such delegate after the Project Board meeting.
- 3.5 The Chairperson shall be responsible for:
- 3.5.1 scheduling Project Board meetings;
 - 3.5.2 setting the agenda for Project Board meetings and circulating to all attendees in advance of such meeting;
 - 3.5.3 chairing the Project Board meetings;
 - 3.5.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Project Board meetings;
 - 3.5.5 ensuring that minutes for Project Board meetings are recorded and disseminated electronically to the appropriate persons and to all Project Board meeting participants within seven (7) working days after the Project Board meeting; and
 - 3.5.6 facilitating the process or procedure by which any decision agreed at any Project Board meeting is given effect in the appropriate manner.

3.6 Project Board meetings shall be quorate as long as the Chairperson, at least one representative from the Client and at least one representative from the Service Provider are present.

3.7 The Parties shall ensure, as far as reasonably practicable, that all Project Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall use best endeavours to ensure that Project Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4. Role of the Project Board

4.1 The Project Board shall:

4.1.1 be responsible for the senior management of the operational relationship between the Parties;

4.1.2 receive reports from the Project Managers on matters such as issues relating to delivery of Services and performance against service levels; progress against the Implementation Plan, and possible future developments;

4.1.3 review service management, co-ordination of individual projects and any integration issues;

4.1.4 deal with the prioritisation of resources

4.1.5 consider and resolve disputes (including disputes as to the cause of a delay to the Services or the performance of the Services);

4.1.6 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services.

5. Contract Management Mechanisms

5.1 Both Parties will pro-actively manage risks attributed to them under the terms of this Agreement.

5.2 The Service Provider will develop, operate, maintain and amend, as agreed with the Client, processes for:

- 5.2.1 the identification and management of risks. The project risk register will be completed by the Service Provider and submitted for review by both Parties at the Project Board;
- 5.2.2 the identification and management of issues;
- 5.2.3 monitoring and controlling project plans;
- 5.2.4 document control and management;

6. Review

- 6.1 An annual review meeting shall be held, on a date to be agreed between the Parties throughout the Term.
- 6.2 The Client, or persons authorised on its behalf, shall carry out a mid-term independent review of the Services in line with the provisions of the Public Spending Code.

7. Project Board Representation and Structure

Chairperson	Superintendent, OSCAM
Client's Member(s) for Project Board	HEO, OSCAM
Service Provider's Member(s) for Project Board	██████████ ██████████ ██████████ ██████████
Start Date for Project Board Meetings	Within 10 working days of the Contract Start Date
Frequency of Project Board Meetings	Weekly until Core Hours have been achieved and then once every month for the remainder of the Term (or as otherwise agreed between the Parties)
Location of Project Board Meetings	OSCAM unless otherwise agreed between the Parties.

Schedule C: Charges

The Service Provider will be paid on the basis of the number of Survey Hours and/or Monitoring Hours approved by the Garda Commissioner subject to paragraphs A12.22 to A12.24 inclusive and paragraphs A3.28 to A3.30 inclusive of the Client's RFT. Exceptionally, and only where instructed by the Garda Commissioner, the Service Provider may be paid for specific activities in conjunction with the delivery of the Service:

- on the basis of fixed sums;
- on the basis of approved rates for specific grades of personnel.

Regardless of how the Service Provider shall be paid, there shall be no correlation whatsoever between payments made to the Service Provider and the number of vehicle detections, the number of vehicles detected exceeding the speed limit, the number of penalty notices issued and/or the amount of fines issued or collected.

1. Subject to the provisions of Clause 5 and this Schedule C, the Charges are as follows:

Price Schedule A1 - Survey Hours and Monitoring Hours by Mobile Safety Camera Systems (for the 6 year term of the Agreement as set out in Clause 2.2 of the Agreement)			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price¹ (€)</i>
Survey Hours	An hourly rate to be paid for each approved Survey Hour	Hour	
Monitoring Hours (Core Hours)	An hourly rate to be paid for each approved Monitoring Hour	Hour	
Monitoring Hours (Additional Hours)	An hourly rate to be paid for each approved Monitoring Hour from 1 – 500 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 501 – 1000 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 1001 – 1500 hours	Hour	

¹ Applicable VAT Rate 23%

Price Schedule A2 - Survey Hours and Monitoring Hours by Mobile Safety Camera Systems (Contract Extension Period as set out in Clause 2.2 of the Agreement)			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price² (€)</i>
Survey Hours	An hourly rate to be paid for each approved Survey Hour	Hour	
Monitoring Hours (Core Hours)	An hourly rate to be paid for each approved Monitoring Hour	Hour	
Monitoring Hours (Additional Hours)	An hourly rate to be paid for each approved Monitoring Hour from 1 – 500 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 501 – 1000 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 1001 – 1500 hours	Hour	

Price Schedule B - Fixed Sums*			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price³ (€)</i>
Supply of roadside Fixed Safety Camera Systems	Between 1-10 roadside Fixed Safety Camera Systems	Sum per system for supply of between 1-10 systems	
	Between 11-20 roadside Fixed Safety Camera Systems	Sum per system for supply of between 11-20 systems	
Installation, calibration and commissioning of roadside Fixed Safety Camera Systems	Between 1 – 10 Fixed Safety Camera Systems on a roadside mounting where suitable power and communications are present	Sum per system for installation, calibration and commissioning of between 1 – 10 systems	
	Between 11 – 20 Fixed Safety Camera Systems on a roadside mounting where suitable power and communications are present	Sum per system for installation, calibration and commissioning of between 11 - 20 systems	
Supply of overlane gantry-mounted Fixed Safety Camera Systems	Between 1-10 overlane gantry-mounted Fixed Safety Camera Systems (not including gantry)	Sum per system for supply of between 1-10 systems	

² Applicable VAT Rate 23% or as amended by the Revenue Commissioners

³ Applicable VAT Rate 23% or as amended by the Revenue Commissioners

Price Schedule B - Fixed Sums*			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price³ (€)</i>
	Between 11-20 overlane gantry-mounted Fixed Safety Camera Systems (not including gantry)	Sum per system for supply of between 11-20 systems	
Installation, calibration and commissioning of overlane gantry - mounted Fixed Safety Camera System	Between 1 – 10 Fixed Safety Camera Systems on an overlane gantry-mounting	Sum per system for installation, calibration and commissioning of 1 – 10 systems	
	Between 11 - 20 Fixed Safety Camera Systems on an overlane gantry-mounting	Sum per system for installation, calibration and commissioning of 11 – 20 systems	
Monitoring using a Fixed Safety Camera System	Conducting a Monitoring Session using a Fixed Safety Camera System	Sum for the operation of a single Fixed Safety Camera System for a 24 Hour Period	
Supply of a Temporary Fixed Safety Camera System	Between 1-5 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 1 – 5 systems	
	Between 6-10 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 6 – 10 systems	
	Between 11-15 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 11 – 15 systems	
Monitoring using a Temporary Fixed Safety Camera Systems	Conducting a Monitoring Session using a Temporary Fixed Safety Camera System	Sum for the operation of a single Temporary Fixed Safety Camera System for a 24 Hour Period	
Supply of an Average Speed Safety Camera System	An Average Speed Safety Camera System capable of monitoring average vehicle speed over each lane of a three-lane road	Sum per system for supply only	
Installation, calibration and commissioning of an Average Speed Safety Camera System	An Average Speed Safety Camera System capable of monitoring average vehicle speed over each lane of a three-lane road	Sum per system for installation, calibration and commissioning	

Price Schedule B - Fixed Sums*			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price³ (€)</i>
Monitoring using an Average Speed Safety Camera System	Conducting a Monitoring Session using an Average Speed Safety Camera System	Sum for the operation of a single Average Speed Safety Camera System for a 24 Hour Period	

Notes:

- * The prices to be quoted are for Average, Fixed and Temporary Fixed Speed Safety Camera Systems to current specifications. The Garda Commissioner is aware that speed monitoring technology is changing rapidly and therefore reserves the right to provide a more detailed specification prior to providing the Service Provider with an instruction in accordance with Annexes A6 – 8 in the Client's RFT. Any detailed specification may reflect future changes in technology and/or the application of Safety Camera Systems in specific circumstances or locations. In this event, the Service Provider may elect to modify the price quoted in Price Schedule B clearly stating how and why the price has changed. Any modified price is to be agreed with the Garda Commissioner. The Garda Commissioner also reserves the right to tender for any aspect of Average, Fixed or Temporary Fixed Speed Safety Camera Systems separately.

Price Schedule C - Approved Rates			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price⁴ (€)</i>
Attendance in Court – Designated Service Manager	Hourly rate to be paid for a Designated Service Manager's attendance in Court as instructed by the Garda Commissioner	Hour	
Attendance in Court – Senior Staff	Hourly rate to be paid for a senior staff member's attendance in Court as instructed by the Garda Commissioner	Hour	
Attendance in Court – Designated Monitoring Equipment Operator	Hourly rate to be paid for a Designated Monitoring Equipment Operator's attendance in Court as instructed by the Garda Commissioner	Hour	
Attendance in Court – Designated Data Processing Operator	Hourly rate to be paid for a Designated Data Processing Operator's Senior Staff's attendance in Court as instructed by the Garda Commissioner	Hour	

⁴ Applicable VAT Rate 23% or as amended by the Revenue Commissioners

2. Invoicing Arrangements

- 2.1 Payments shall be made monthly in arrears for Services satisfactorily delivered. Invoices are submitted to the Client's Contact, or such alternative contact as may be agreed between the Parties. Payment is subject to the provisions under Clause 5.2 of this Agreement.

3. Termination Compensation

- 3.1 For the purposes of assessing any compensation payable on termination as described in Clause 19.1 the Service Provider shall adopt a system of "open book" accounting and shall at all times:
- 3.1.1 maintain a full record of particulars of the cost of performing the obligations of the Service Provider under the contract.
 - 3.1.2 maintain a full record of particulars of all shareholder loan agreements, bank loan agreements and financing agreements (or such part or parts thereof that relate to the provision of the Services).
 - 3.1.3 when requested by the Client (acting reasonably), provide a summary of any costs referred to in this paragraph 3.1, including details of any funds held by the Service Provider to cover such costs, in such form and detail as the Client may reasonably require, together with explanations as required by the Client, to monitor the performance by the Service Provider of its obligations under the contract and loan and/or financing agreements.
 - 3.1.4 facilitate the Client who may reasonably require for its representatives to inspect financial records held.
 - 3.1.5 permit records referred to in this paragraph 3.1 and any other audited or un-audited financial statements in relation the contract to be examined and copied by the Client or its representatives
- 4 In the event that this Agreement is terminated under Clause 19.1 the Client is liable for the following (without double counting and based on an "open-book" policy (maintained in accordance with paragraph 3.1 of this Schedule), at the time of termination):

- 4.1.1 all charges due to the Service Provider (as approved by the Client in relation to the provision of the Services) up to date of termination, and
- 4.1.2 Termination Compensation calculated as follows:

Termination Payment = $((7,400 \text{ hours} \times R_{\text{monitoring}}) + (100 \text{ hours} \times R_{\text{survey}})) \times 3$
Months divided by 72 months x Number of months remaining in the contract:

Where:

$R_{\text{monitoring}}$ is the hourly rate for Monitoring Sessions by Mobile Safety Camera Systems at the date of termination

R_{survey} is the hourly rate for Survey Sessions by Mobile Safety Camera Systems at the date of termination

Schedule D: Quality Management

- 1. The Service Provider's quality management system**
- 1.1 The Service Provider shall operate a quality management system currently registered in accordance with the requirements of a recognised national or international quality management standard.
- 1.2 The Service Provider will be required to maintain compliance with the quality management system accreditation body throughout the duration of the contract.
- 1.3 The quality management system must cover all of the Services to be provided by the Service Provider.
- 1.4 The quality management system must cover all locations to be used by the Service Provider as part of delivering the Services.
- 1.5 The following information in respect of the registered Quality Management System will be forwarded by the Service Provider to the Garda Commissioner:
 - 1.5.1 the relevant standard;
 - 1.5.2 the scope of registration held by the Service Provider;
 - 1.5.3 the name and address of the registration body;
 - 1.5.4 the work location to which the current registration applies.
- 1.6 The Service Provider's procedures for ensuring and managing quality control in relation to the delivery of the Service shall be documented in full in the approved Policy and Procedures Handbook.

Schedule E: Branding

The Client requires the Service Provider to comply with directions to ensure that the public image of the Service is such as to maximise public confidence, support and reassurance. A number of measures will take place on an ongoing basis to enhance public confidence, support and reassurance in the provision of the Services.

1. Branding

1.1 The Client will provide the Service Provider with requirements for the branding of all aspects of the Service. Requirements shall include the use of:

1.1.1 symbols such as the enforcement camera logo;

1.1.2 high-visibility markings on Monitoring Vehicles such as the Battenberg markings used on An Garda Síochána vehicles;

1.1.3 sign writing on the sides of Monitoring Vehicles such as safety messages and text associated with the Safety Camera Project.

The Service Provider should note that examples of branding requirements for Monitoring Vehicles / Units were given in the files "Van Markings 1.pdf", "Van Markings 2.pdf" and "Van Markings 3.pdf", which were published with the Client's RFT.

1.2 Within thirty (30) days of the Contract Start Date, the Service Provider shall submit detailed proposals for the branding of the Service to give effect to the specified requirements. These should include, but not be limited to, proposals for branding of the:

1.2.1 Monitoring Vehicles/Units;

1.2.2 stationery;

1.2.3 other documentation.

1.3 The Service Provider shall comply with the directions of the Client and subject to modification, amendment or reworking of the proposals, as appropriate to the satisfaction of the Client, the Service Provider's proposals for branding of the Service shall be approved.

1.4 Once the proposals are approved, the Service Provider shall be responsible for ensuring that the approved branding is implemented as approved.

2. Promotion

2.1 The Service Provider will be prohibited from using the relationship between the Service Provider and the Client in any marketing, promotion or advertising, campaign to enhance their company image unless approved by the Client and subject to any terms or conditions specified.

2.2 The Service Provider will be prohibited from using, displaying or demonstrating any equipment, technology or systems used in the delivery of the Safety Camera System Service in any marketing, promotion or advertising campaign to enhance their company image unless approved by the Client and subject to any terms or conditions specified.

3. Media Publicity

3.1 The Client will have primary responsibility for planning and acquiring media publicity. The Client will be the lead agency in developing and implementing a media strategy.

3.2 The Service Provider will be required to assist the Client in the development of a media strategy when required by the Client to do so.

3.3 The Service Provider will afford access to all vehicles, facilities and equipment to media personnel approved by the Client and to Government, local and Community representatives approved by the Client for the purpose of informing the public on the workings of the Service. It is estimated that there will be approximately 12 such public events annually.

- 3.4 A public launch of the Service will take place on a date to be determined by the Client. The Service Provider will be requested to provide all or a selected number of vehicles and Service Provider personnel at a pre-selected location for the purpose of informing the public of the Service through the various media.
- 3.5 All press enquiries shall be forwarded to the Client.
- 3.6 No costs incurred by the Service Provider under Schedule E section 3 will be eligible for payment.

Schedule F: Staff

1. Staff Plan

- 1.1 Within thirty (30) calendar days of the Contract Start Date, the Service Provider will submit a comprehensive Staff Plan to the Client for approval. The Staff Plan will include:
- 1.1.1 identification of the roles and the number of personnel in each role that the Service Provider believes are necessary to deliver the Service;
 - 1.1.2 a comprehensive job description for each role;
 - 1.1.3 the minimum qualifications necessary to fulfil each role (where appropriate);
 - 1.1.4 a comprehensive person specification for each role.

2. Approval of Staff

- 2.1 The Client shall approve the involvement of any existing or prospective member of the Service Provider's staff in connection with any aspect of delivering the Service.
- 2.2 The Service Provider shall submit a completed vetting form for each proposed staff member. A copy of the vetting form ('vetting form 2015.pdf') was published with the Client's RFT.
- 2.3 The Client shall approve or otherwise any staffing request made by the Service Provider as soon as possible after receiving a request from the Service Provider. Notwithstanding the time taken for vetting, it is anticipated that the Client will approve staff requests or otherwise within fourteen (14) calendar days of receiving a request from the Service Provider.
- 2.4 No existing or prospective member of the Service Provider's staff shall be used in connection with any aspect of delivering the Service until approved by the Client.
- 2.5 The Service Provider shall ensure that the requirements of Schedule F apply to their own staff, to all subcontractors' staff and to any other individuals or organisations which the Service Provider or any of their subcontractors have engaged in any aspect of the delivery of the Service.

- 2.6 As a minimum, after a period of 2 years from the date of issue of an approval under Schedule F, paragraph 2.3, the Service Provider shall re-submit, within 1 month, a completed vetting form for each approved staff member.
- 2.7 The Client may at any time and without coming under any liability whatsoever, withdraw, limit or suspend its approval or authorisation in respect of any staff and shall so notify the Service Provider.
- 2.8 At the Client's absolute discretion, notice may be given by the Client requiring the Service Provider to remove any staff from work in respect of the delivery of the Service. The Service Provider shall promptly arrange for the removal of such staff.

3. Identification of staff

- 3.1 Once approved by the Client in accordance with Schedule F, paragraph 2.1, the Service Provider will allocate all staff a unique identifier which shall be used and recorded when conducting any of the functions required as part of the Service. Identifiers shall be unique and in the event of staff changes, must not be re-used.
- 3.2 Staff must be issued with, and clearly display at all times, an identification card while engaged in delivering any aspect of the Service. As a minimum, the identification card must include each staff member's:
- 3.2.1 Staff identifier;
 - 3.2.2 Full name;
 - 3.2.3 Full face photograph;
 - 3.2.4 Period of validity of staff identification card.
- 3.3 As a minimum, staff identification cards must be renewed every two (2) years.

4. Staff Register

- 4.1 The Service Provider will prepare and maintain an electronic Staff Register ('Staff Register') which will provide the following information on all staff engaged in any aspect of the delivery of the Service:
- 4.1.1 Staff identifier;
 - 4.1.2 Full name;

- 4.1.3 Current address;
 - 4.1.4 Date of birth;
 - 4.1.5 Full face photograph;
 - 4.1.6 Copy of signed confidentiality undertaking referred to in Schedule I;
 - 4.1.7 Date approved by the Client;
 - 4.1.8 Security clearance status;
 - 4.1.9 Role for which they have been approved by the Client;
 - 4.1.10 Details of training courses attended, examinations passed, etc. that are relevant to the delivery of the Service;
 - 4.1.11 Details of competencies for which they have been approved by the Client,
 - 4.1.12 Their current curriculum vitae.
- 4.2 Secure, real-time, electronic access to the Staff Register must be made available to the Client at all times.

5. Location of key Staff

- 5.1 Notwithstanding their individual terms and conditions of employment, the Service Provider's Designated Service Manager shall be based in the Republic of Ireland for the duration of the Agreement to provide the Services.
- 5.2 Depending on the Service Provider's proposals for managing the delivery of the Service, the Client anticipates that other key personnel may also need to be based in the Republic of Ireland.

6. Training

- 6.1 The Service Provider shall ensure that all staff are qualified to undertake the role assigned to them and undergo remedial or renewal training as necessary.
- 6.2 As part of the qualification process, Designated Monitoring Equipment Operators shall be required to successfully undergo an examination held by the Client.

7. Training audits

- 7.1 The Service Provider will grant access to the Client, or to an independent monitor approved by the Client, to attend any training while in session.
- 7.2 All training data, documents and records shall be made available to the Client or independent monitor for inspection.

8. Standard of dress

- 8.1 Designated Monitoring Equipment Operators will wear a standard uniform of a design which meets with the Client's approval.
 - 8.2 Notwithstanding the requirements of Schedule F8.1, all staff will be neat and well turned out on all occasions when on duty.
 - 8.3 Staff attending Court in accordance with Annex A18 of the Client's RFT shall wear:
 - 8.3.1 Male staff: Shirt and tie with uniform, suit or jacket and trousers.
 - 8.3.2 Female staff: Blouse/top, jacket with skirt/trousers, suit or dress.
 - 8.3.3 Footwear: Shoes or boots – neat, clean and properly maintained.
 - 8.4 All staff will wear the appropriate clothing and equipment to ensure compliance with the Safety, Health and Welfare at Work Act, 2005 and all Safety, Health and Welfare at Work Regulations.
 - 8.5 All staff will be clean in person. Hair will be neatly groomed.
 - 8.6 When on duty, staff may wear a wedding ring or signet ring. Staff may wear small stud type earrings, but no other facial jewellery is permitted.
- ## **9. Conditions of employment**
- 9.1 Unless otherwise agreed by the Client, all staff employed in the delivery of the Service will be full-time employed. Part-time staff may be employed for administrative functions.

9.2 The Service Provider will prohibit staff from engaging in any activity, whether working or off-duty, which could compromise or interfere with the performance of their role in conjunction with the delivery of the Service.

Schedule G: Facilities

- 1.1 The Service Provider shall have at least one facility in the Republic of Ireland which shall be used for the operation, management and administration of the Service.
- 1.2 In respect of this and other facilities to be used in connection with delivering any aspect of the Service, the Service Provider shall:
 - 1.2.1 comply with all planning and building regulations;
 - 1.2.2 maintain the facility in good working order and in weatherproof condition;
 - 1.2.3 ensure:
 - 1.2.3.1 compliance with all Irish legislation and regulations applicable to Safety, Health and Welfare;
 - 1.2.3.2 a supply of electricity and water;
 - 1.2.3.3 that fire services are provided (including emergency evacuation systems and fire escapes);
 - 1.2.3.4 the facility is not dangerous to health, unsafe or hazardous, ensuring that there are no structural faults or defects in the facility;
 - 1.2.3.5 that any lifts or escalators servicing the facility are working and properly maintained.
- 1.3 Other than for the purposes of providing essential services and maintenance, there shall be no public access to the Service Provider's facility or facilities.
- 1.4 The Service Provider shall be required, from time to time, to set aside space at the facility or facilities for the Client or his representatives. The Client or any other person approved by the Client shall be permitted access to the facility or facilities at all reasonable times.
- 1.5 The facility or facilities shall be fully insured and any data, records or documentation generated, and technology or equipment in consequence of the provision of the Service, used or stored therein shall also be fully insured.

Schedule H: Security and Data Protection

- 1. Data Protection**
- 1.1 Service Provider shall put in place a clear and comprehensive plan to protect Personal Data and meet its requirements under the Data Protection Acts 1988 and 2003, such guidance as may be issued by the Data Protection Commissioner from time to time and the Client's directions and this Agreement ("Data Protection Plan"). The Data Protection Plan must include Service Provider's security controls and management processes and shall be submitted to the Client when requested within a reasonable timescale specified by the Client.
- 1.2 Service Provider shall cooperate and assist the Client in the investigation of any Data Protection complaint or enquiry.
- 1.3 Service Provider shall:
 - 1.3.1 take measures to ensure that the privacy, security and the integrity of Personal Data is fully protected. Service Provider must comply with all and any requirements as to the management of Personal Data as may be specified by the Client from time to time;
 - 1.3.2 continuously monitor review and enhance where necessary the systems, processes and procedures to ensure the Client's data and Personal Data is protected;
 - 1.3.3 assist the Client in processing the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in accordance with the Agreement or as otherwise notified by the Client to Service Provider during the Term);
 - 1.3.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. The measure shall be appropriate to the risk or harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 1.3.5 take reasonable steps to ensure the reliability and level of training of any personnel, agents, sub-contractors or others who have access to the Personal Data;
- 1.3.6 obtain approval from the Client in order to transfer the Personal Data to any sub-contractors, third parties or agents for the provision of the Services;
- 1.3.7 ensure that all personnel required to access or process the Personal Data are suitably trained and informed of the confidential nature of the Personal Data and all staff comply with the obligations set out in this Agreement and the law;
- 1.3.8 ensure that none of the personnel publish, process, disclose or divulge any of the Personal Data to any third party without complying with this Agreement. Notify the Client within three (3) working days in writing if it receives;
 - 1.3.8.1 a request from a data subject to have access to that person's Personal Data or
 - 1.3.8.2 a complaint or request in relation to the Client's obligations under the Data Protection Acts 1988 and 2003.
- 1.3.9 provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:
 - 1.3.9.1 providing the Client with full details of the complaint or request;
 - 1.3.9.2 assisting the Client in complying with a data subject access request within the relevant timescales specified under law and the Data Protection Commissioner's guidance and in accordance with the Client's instructions;
 - 1.3.9.3 providing the Client with any Personal Data it holds in relation to a Data subject (within reasonable timescales specified by the Client); and
 - 1.3.9.4 providing the Client with any information requested by the Client.

- 1.3.10 permit the Client or its representative with Service Provider's prior approval, to inspect and audit Service Provider's data processing activities and comply with all reasonable requests to directions by the Client to enable them to verify and/or procure that Service Provider is in full compliance with its obligations under this Agreement;
 - 1.3.11 ensure an audit trail is maintained on access to technical and evidential requirements;
 - 1.3.12 permit the Client or its agent to verify/audit Service Provider's compliance with its obligations under this Schedule H;
 - 1.3.13 set out in the Data Protection Plan its arrangements with its sub-contractors, agents, and any other entity that may be involved in processing Personal Data in such a manner that they reflect the provisions of this Schedule H;
 - 1.3.14 monitor discharge of its obligations under this Schedule G by way of regular review and, as soon as practicable, amend the Data Protection Plan and complete the appropriate technical/process/management changes necessary;
 - 1.3.15 provide in the Data Protection Plan a written description of the technical and organisational methods employed by Service Provider for processing Personal Data;
 - 1.3.16 not, nor permit a third party to, hold, transfer, store or process any Personal Data, or data in a territory or state outside of the European Economic Area ("EEA") otherwise than in accordance with the law and Service Provider must notify the Client in writing if it becomes aware of the intention of a third party to locate Personal Data outside of the EEA; and
 - 1.3.17 not process or transfer any Personal Data outside Ireland without the express consent of the Client.
- 1.4 Service Provider shall not perform its obligations under this Agreement in such a way so to knowingly cause the Client to breach any of its application obligations under the Data Protection Acts 1988 and 2003 and such guidance as may be issued by the Data Protection Commissioner from time to time.

- 1.5 All Personal Data transmitted between the Client and Service Provider shall be encrypted so that data integrity is guaranteed during transit. All data transmitted between Service Provider and the Outlets shall be transferred in a safe and secure manner.
- 1.6 Only in exceptional circumstances and where necessary, shall Service Provider use portable or temporary data storage devices to store Personal Data and in all cases the Personal Data shall be encrypted and kept secure. The Personal Data shall only be so stored for the duration of the exception circumstance and when passed, Service Provider shall delete the Personal Data from the temporary or permanent storage.
- 1.7 In the event of an unauthorised access or attempted unauthorised access, Service Provider shall:
 - 1.7.1 immediately notify the Client;
 - 1.7.2 identify what specific Personal Data may have been accessed;
 - 1.7.3 take reasonable steps to remedy the circumstances that permitted any such unauthorised access to occur;
 - 1.7.4 take reasonable steps to prohibit further disclosure of personal data; and
 - 1.7.5 conduct whatever investigation as may be necessary and co-operate with any investigation that the Client may undertake.
- 1.8 The Parties agree that any breach or threatened breach of this Schedule H by Service Provider may cause not only financial harm but, irreparable harm to the Client and Customers and that money damages may not provide an adequate remedy for such harm. In the event of a breach or threatened breach of this Schedule H by Service Provider, the Client shall, in addition to any other rights it may have, be entitled to obtain equitable relief, including an injunction, without the necessity of posting any bond or surety.

2. Hardware Protection

- 2.1. Service Provider shall put in place all necessary controls, authorisations, physical process and management arrangements including access restrictions to ensure that PCs, terminals at Outlets, memory and peripherals are protected against unlawful access or alteration.
- 2.1 Mechanisms shall be put in place to monitor and provide an audit trail of all transactions or other activity on each item of hardware in use through the end to end processing of payment instructions.

3. Software Protection

- 3.1 Service Provider shall use the up to date versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from Service Provider's systems and to minimise the risk of infection of the Client's systems by malicious software transmitted from Service Provider's systems to the Client's systems.
- 3.2 Notwithstanding Clause 3.1 above, if malicious software is found, the Parties shall cooperate to agree co-ordinated action in relation to any security incident in accordance with the Protocol (xiii) Data, Hardware and Software Protection Plan and to reduce the effect of the malicious software, and particularly if malicious software causes loss of operation efficiency or loss or corruption of the Client's data, assist each other to mitigate any losses and to restore Services to their desired operating efficiency.

4 File Processing and Management

- 4.1 Service Provider shall prepare and maintain an agreed protocol with the Client for the management of file processing, payments and reconciliations relating to the Services. Details of these arrangements to be maintained in Protocol (viii) Files Processing and Payment Reports.
- 4.2 Service Provider shall agree to comply with all reasonable requests to amend the file interface and processing arrangements and associated protection, security and

contingency plans within reasonable time periods as may be determined by the Client without any additional charges for fees or services. All such amendments shall be scoped, agreed, rigorously tested and subject to sign off and acceptance by the Client before any changes shall become effective.

5 Data Retention and Storage

5.1 Service Provider shall maintain Personal Data records as set out in the following table.

Record	Period of Time	From
Evidential Data	7 years	Date of creation
CCTV footage	6 weeks (if not contacted by Client) 6 years (if fraud suspected and contacted by Client)	Date of creation
Client/other correspondence relating to the Services	7 years	Date of receipt

- 6.2 Service Provider shall not destroy, or permit to be destroyed, any records relevant to the performance of its obligations under this Agreement otherwise than in accordance with the instructions of the Client.
- 6.3 Service Provider shall ensure CCTV is made available to designated Cliental representatives and/or An Garda Síochána in order to investigate suspected fraud or provide evidence in the case of criminal prosecutions.
- 6.4 Service Provider shall ensure that all data is maintained for seven (7) years after the expiry of the Agreement and that the Client has access to retrieve documentation throughout this period.
- 6.5 Detailed arrangements regarding (a) procedures for retrieval of receipts (b) procedures for retrieval of CCTV (c) viewing on line receipts and (d) retrieval of data after the termination of this Agreement shall be managed at Protocol (xiv) Data Retrieval

Arrangements and Protocol (x): Identity, Fraud and Security Management including Fraud Prevention Plan.

7. Personnel security

7.1 The Service Provider shall ensure that all personnel, whether directly or indirectly employed in the provision of the safety camera service:

7.1.1 sign the confidentiality undertaking referred to in Schedule I;

7.1.2 provide such information to the Client as may reasonably be requested.

7.2 The Service Provider shall advise the Client promptly in writing of any change in the circumstances of any staff that is likely to affect the Client's assessment and approval of the person.

7.3 The Client may at any time and without coming under any liability whatsoever, withdraw, limit or suspend its authorisation in respect of any staff and shall so notify the Service Provider.

7.4 At the Client's absolute discretion, notice may be given by the Client requiring the Service Provider to remove staff from work in respect of the delivery of the Service. The Service Provider shall promptly arrange for the removal of such staff.

8. Facilities security

8.1 The Service Provider's premises shall be secured to a standard which is appropriate to the risks associated with the protection of evidence.

8.2 The Service Provider shall introduce new security arrangements or vary such arrangements as reasonably required by the Client.

8.3 The Service Provider facilities used in conjunction with delivery of the Service may be subject to audit by the Client at any reasonable time.

9. Vehicle/Unit security

- 9.1 All Monitoring Vehicles/Units on the Monitoring Vehicle/Unit Register shall only be used in connection with the provision of the Service. Monitoring Vehicles/Units shall not be used for any other purposes.
- 9.2 When vehicles/units are not being used in connection with the provision of the Service, all Monitoring Vehicles/Units shall be stored in a safe and secure location with access limited to approved personnel.
- 9.3 Other than at times of maintenance and repair, the Service Provider shall ensure that only Designated Monitoring Equipment Operators, other approved employees of the Service Provider, employees of the Client and other persons approved by the Client occupy Monitoring Vehicles.

SCHEDULE I – PART I - CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the 16th day of August, 2016 BETWEEN:

THE MINISTER FOR JUSTICE AND EQUALITY of 51 St. Stephen's Green, Dublin 2, D02 HK52 ("Minister") and THE COMMISSIONER OF THE GARDA SÍOCHÁNA of Garda Headquarters, Phoenix Park, Dublin 8, D08 4N3K, ("Garda Commissioner") acting jointly (herein after referred to as "the Client") of the one part; and

Road Safety Operations Ireland trading as GoSafe, of 3 Burlington Road, Dublin 4, D04 RD68 (hereinafter called "the Contractor") of the other part.

WHEREAS

- A. The Contractor has been identified as the preferred bidder in a public procurement competition entitled Request for Tenders for the Provision and Operation of Safety Cameras on a Managed Service Basis for An Garda Síochána dated 18th December 2015 ("the Competition").
- B. For the purposes of the Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at Clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €2.00 (the receipt of which is hereby acknowledged by the Contractor) as follows:

- 1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.
- 2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Contract; and
 - 2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

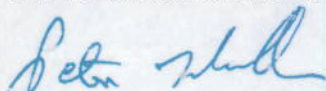
3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:
 - 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
 - 3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except;
 - i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
 - ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.
4. The obligations in this Agreement will not apply to any Confidential Information:
 - i in the Contractor's possession (with full right to disclose) before receiving it from the Client; or
 - ii which is or becomes public knowledge other than by breach of this Clause; or
 - iii which is independently developed by the Contractor without access to or use of the Confidential Information; or
 - iv which is lawfully received from a third party (with full right to disclose).
5. The Contractor undertakes:
 - 5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal

- data as defined in the Data Protection Acts 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;
 - 5.3 upon termination of the Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this Clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
 - 5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i Data Protection Acts 1988 and 2003; and
 - ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.
6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.
 7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

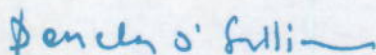
- 8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Competition or termination of the Contract (if awarded) for any reason.
- 9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Minister



(being a duly authorised officer)

Witness

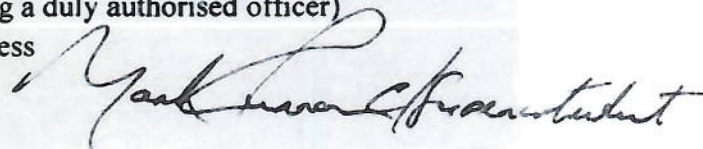


SIGNED for and on behalf of the Garda Commissioner



(being a duly authorised officer)

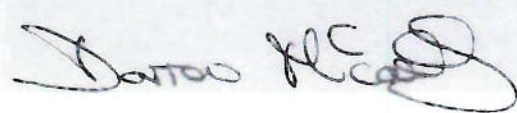
Witness



SIGNED for and on behalf of the Contractor



Witness



SCHEDULE I – Part II - Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

THIS UNDERTAKING is made by _____ of _____ being a person appointed to carry out services under and in accordance with a contract (the "Contract") made the _____ day of _____ between the Minister for Justice and Equality and the Commissioner of An Garda Síochána ("the Client") of the one part and Road Safety Operations Ireland trading as GoSafe ("the Service Provider") of the other part. Pursuant to and in consideration of my appointment by the Service Provider to carry out certain services for the purposes of the Contract and the sum of €1 (the receipt of which I hereby acknowledge):

I HEREBY CONFIRM DECLARE AND UNDERTAKE AS FOLLOWS:

1. For the purposes of this Undertaking, "Confidential Information" means:
 - (i) unless specified in writing to the contrary to me by the Service Provider and/ or the Client any and all information (whether in documentary form, oral, audio-visual, audio-recorded, electronic, digital or otherwise) relating to the Contract, such information as is supplied to me by participants or potential participants in the Contract (whether in documentary form, oral, audio-visual, audio-recorded or otherwise) including the identity of and all and any details relating to participants or potential participants, all technical notes memoranda working papers reports research notes records analyses interview questionnaires (whether or not fully completed) statements evaluations and other information (whether in documentary form, oral, audio-visual, audio-recorded or otherwise) whatsoever and howsoever described which may be prepared by or furnished to me, the Service Provider, its employees, agents and or sub-Service Providers or any of them during for the purposes of or in connection with the Contract, the parties to the Contract (to include their employees, agents, and sub-Service Providers), the Contract, this Undertaking and all and any information supplied or made available by the parties to the Contract each to the other (or to their employees, agents and/or sub-Service Providers in accordance with the terms of the Contract) or to me.

- (ii) any and all information which has been derived or obtained from information described in Clause 1(i).

2. Save as may be required:

- (a) by law or any statutory regulation or orders having the force of law including, in particular the Freedom of Information Act, 2014; or
- (b) for the purpose of any proceedings in Court or any tribunal of fact or law; or
- (c) by order, request, regulation of any person or body or authority with whose order or requests I am obliged to comply:

I HEREBY UNDERTAKE in respect of Confidential Information for which I am the recipient:

to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained.

not without the disclosing party's prior written consent communicate or disclose any part of such Confidential Information to any person except:

to those employees, agents and sub-Service Providers of the Service Provider on a need to know basis;

to my auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with my business or in connection with my obligations with regard to the Contract, or otherwise.

to ensure that all persons and bodies mentioned in Clause 2(ii) above are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing party and to ensure that such persons and bodies comply with the provisions of this Undertaking.

not to use or circulate such Confidential Information except to the extent strictly necessary for the purposes of the Contract.

3. The obligations in this Undertaking will not apply to any Confidential Information:
 - (i) in my possession (with full right to disclose) before receiving it from the disclosing party; or
 - (ii) which is or becomes public knowledge other than by breach of this Clause; or
 - (iii) is independently developed by me without access to or use of the Confidential Information; or
 - (iv) is lawfully received from a third party (with full right to disclose).

4. Upon termination of my services by the Service Provider for the purposes of the Contract or upon termination of the Contract whichever is earlier, **I UNDERTAKE AND AGREE unless otherwise directed in writing by the Client** to furnish to the Service Provider (or at its request the Client) all and any reports prepared for the purposes of the Contract whether fully completed or partially completed and to destroy forthwith in a secure manner all other Confidential Information in my possession (whether in documentary form, oral, audio-visual, audio-recorded or otherwise including any copy or copies thereof) and shall erase any Confidential Information held by me electronic form and I will upon request furnish a certificate to that effect should the Service Provider and/or the Client so request in writing. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not.

5. I UNDERSTAND AND AGREE THAT this Undertaking will continue in force notwithstanding the termination of my services for the purposes of the Contract or of the Contract for any reason.

DATED THIS

DAY OF

SIGNED by the said

IN THE PRESENCE OF:

WITNESS:

NAME

OCCUPATION

ADDRESS

SCHEDULE J: CHANGE CONTROL

1. Introduction

- 1.1 At any time during the term of this Agreement, either Party may propose a change or changes to any part or parts of this Agreement.
- 1.2 The change control procedures set out in this Schedule shall apply to all changes irrespective of whether the Service Provider or the Client proposes the change.

2. Change Control Notice and Impact Assessment

- 2.1 A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice shall provide an outline description of the change requested, the rationale for the change, the effect that the change shall have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").
- 2.2 All Change Control Notices shall be submitted for review to the other Party's Project Manager.
- 2.3 The Client shall indicate his acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and submission for review, subject to a maximum of twenty (20) working days or such other period agreed between the Parties.
- 2.4 On approval by the Client of an Impact Assessment, this Agreement should be updated and revised as appropriate and in writing.

- 2.5 In the event that the Client rejects an Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Agreement.
- 2.6 The Service Provider and the Client shall agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If a Client request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Service Provider shall not be liable for such delay and shall be entitled to an extension of time equal to not less than the period of the delay.
- 2.7 The Service Provider's costs, if any, associated with the implementation of an accepted Impact Assessment and change request shall only be borne by the Client if the change is as a result of the Client's requirements differing from the Services.
- 2.8 All Change Control Notices and Impact Assessments shall be numbered and dated. The Project Managers shall maintain a log of all Change Control Notices and Impact Assessments.
- 2.9 Until any change, as aforesaid, is formally agreed between the Parties in accordance with this Schedule, the Service Provider shall, unless otherwise agreed in writing, continue to perform and be paid in accordance with this Agreement as if such variation had not been proposed.
- 2.10 No variation under and in accordance with this Schedule J shall be effected save in accordance with the Client's obligations at law and/or in accordance with such Government and or Department of Finance guidelines in place from time to time.

SCHEDULE K: EXIT PLAN

1. Exit Plan

- 1.1. The Service Provider shall prepare an Exit Plan setting out its approach to ceasing operations on the expiry of this Agreement or in the event that this Agreement is terminated for any reason. This draft Exit Plan should be submitted to the Client within 6 months of the Services Commencement Date.
- 1.2. The Service Provider shall ensure that the Exit Plan deals comprehensively with those matters set out in this Schedule K and in Annex E of the Client's RFT ("Exit Scope").
- 1.3. The Client shall review the draft Exit Plan within 1 month of receiving the draft Exit Plan and provide feedback to the Service Provider. The Service Provider shall make any changes reasonably requested by the Client.
- 1.4. Without prejudice to the review pursuant to Clause 1.3 the Service Provider shall, on an annual basis starting at the anniversary of the Services Commencement Date and at any other time the Client, acting reasonably, deems necessary throughout the Term:
 - 1.4.1. review and revise the Exit Plan to take into account any changes to the scope or nature of the Service, including any 'Change' as per Clause 32 and,
 - 1.4.2. agree with the Client the scope and detail of any necessary revisions to the Exit Plan and shall submit such a revised Exit Plan, within 1 month, to the Client for approval.
- 1.5. Without limitation to the generality of the foregoing, the Service Provider shall make such amendments to the Exit Plan as the Client may reasonably require from time to time.
- 1.6. This Schedule and the Exit Plan shall survive the termination of this Agreement for whatever reason.

2. Exit Scope

- 2.1. The Exit Plan is to cover the period starting at least 12 months prior to the scheduled expiry date of this Agreement or such other period as may be advised by the Client in the event that the Agreement is terminated for any reason prior to the scheduled expiry date (in either case the "Transition Period").
- 2.2. The Exit Plan must include:
 - 2.2.1. the name and contact details of each Party's representative who will act as the primary point of contact for all matters relating to the implementation of the Exit Plan;
 - 2.2.2. the timing and processes for jointly establishing a team of skilled representatives of the Parties to manage the implementation of the Exit Plan ("Exit Team") and replacements thereof, including without limitation the following information:
 - 2.2.2.1 the date prior to contract expiry at which the Exit Team will be established
 - 2.2.2.2 the name and contact details of each member of the Exit Team and his/her role;
 - 2.2.2.3 responsibilities assigned to each member of the Exit Team;
 - 2.2.2.4 governance and reporting structures and processes.
 - 2.2.3. the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Service Provider or the Client or any new Service Provider;
 - 2.2.4. a list of the meetings that shall take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team shall meet at least once a week;

- 2.2.5. a list of the documents that are to transfer to the new Service Provider and/or Client including an outline of the process, timeframes and terms of the transfer of the items listed in this Clause;
- 2.2.6. an outline of the procedures for the transfer and/or removal of Data from all Systems, manual or electronic, of the Service Provider;
- 2.2.7. an outline of any special transition provisions relating to the transfer or removal of any software or the transfer or termination of any software licences;
- 2.2.8. the procedure and timeframe for the handing back of, and/or any documents containing, the other Party's Intellectual Property Rights or Confidential Information as expressly required by this Agreement;
- 2.2.9. a list of the Service Provider's internal and third party support arrangements used in the delivery of the Services;
- 2.2.10. if required by the Client, a list of any and all approvals, consents, licences, permissions, certificates, and statutory agreements, permits or authorisations which are necessary, desirable or required by law or by any competent authority obtained, or to be obtained by the Service Provider for the performance of the Service, the occupation and use of the relevant premises, the performance of the Service replacing the Service or any other transfer or handing back envisaged under this Clause;
- 2.2.11. any other information or action pertaining to the Exit Plan required by the Client to ensure a smooth and timely transfer to the Client or new Service Provider as the case may be.

3. Transition Period

- 3.1 During the "Transition Period" the Service Provider shall:
- 3.1.1 continue to provide the Service as set out in the Agreement;
 - 3.1.2 conduct all exit related activities and discharge all obligations under the Agreement in an orderly and controlled manner with the minimum of disruption so as to prevent or mitigate any inconvenience to the Client or its Clients;
 - 3.1.3 actively contribute to the skills transfer between the Service Provider's personnel and the new Service Provider and/or the Client's personnel;
 - 3.1.4 allow representatives of the new Service Provider and/or the Client to work alongside the Service Provider during the Transition Period;
 - 3.1.5 comply with its obligations contained in the Exit Plan;
 - 3.1.6 co-operate fully with the Client and any other party in the transfer of arrangements as may be notified to it by the Client;
 - 3.1.7 actively encourage and participate in the transfer of the Services and of all information including Personal Data to the new Service Provider or the Client;
 - 3.1.8 transfer all Client records to the Client or any other Service Provider nominated by the Client.
 - 3.1.9 co-operate fully with the transfer of all Clients to the new Service Provider or the Client;
 - 3.1.10 transfer any assets and/or software as approved by the Client;
 - 3.1.11 decommission without affecting the performance or operation of the Services, any systems management tools, technology, assets or software associated with the delivery of the Service which are not to be transferred to the new Service Provider or the Client.

SCHEDULE L PART I: CLARIFICATIONS

RFT 101852 - EMS014C - RFT for the Provision and Operation of Safety Cameras on a Managed Service Basis for An Garda Síochána – 10/02/2016

Message ID	RFT Section	Question	OGP Response
921296 (published 08/01/16)		Can you please clarify if TUPE will apply to this contract? If TUPE does apply can you please provide the current staffing levels and associated costs?	Whether TUPE applies is a question of fact and a matter for the successful Tenderer to consider.
930565 (published 19/01/16)		We wish to request an extension of the submission deadline of February 11th next. The period to prepare a response to the tender spanned the Christmas and New Year holidays. It did not prove possible to fully deploy available resources and liaise with partners during this period, which in Ireland is effectively two weeks. We therefore wish to request an extension of the submission deadline to February 26th next.	A 2 (two) week deadline extension to 17.00 on Thursday 25 February 2016 has been agreed. Tenderer's should note that a Prior Information Notice (PIN) relating to this contract was published on the EU Official Journal website on 20 May 2015 and the consideration of the Christmas period was factored into the original deadline, as such the Contracting Authority does not foresee the need for the provision of any further additional time extensions.
931832 (published 19/01/16)		The expected period within which the Tenderers need to finalise their Tender appears very short, especially as the procurement process was launched just before the Christmas Holidays, which is not the most favourable period to ensure a smooth mobilization of the tenderers resources we kindly request for a minimum extension of two months of the bid submission date.	A 2 (two) week deadline extension to 17.00 on Thursday 25 February 2016 has been agreed. Tenderer's should note that a Prior Information Notice (PIN) relating to this contract was published on the EU Official Journal website on 20 May 2015 and the consideration of the Christmas period was factored into the original deadline, as such the Contracting Authority

Message ID	RFT Section	Question	OGP Response
			does not foresee the need for the provision of any further additional time extensions.
929331 / 921296 (1) (published 19/01/16)		Will all tenderers (including the incumbent operator), be expected to undertake revised risk assessments on all sites.	The risk assessments shall be undertaken by the successful Tenderer after the contract is signed.
929331 / 921296 (2) (published 19/01/16)		Will the risk assessments presently utilised for the operation of the safety camera contract be made available to the successful tender – and if so, is the successful tenderer expected to redo these risk assessments.	Risk assessments in relation to the current contract will be made available to the successful Tenderer after the contract is signed. However the successful Tenderer will be required to carry out its own risk assessments in accordance with the contract. A Risk Assessment Form is included within RFT at Appendix 6.
929331 / 921296 (3) (published 19/01/16)		Will all tenderers (including the incumbent operator), be expected to undertake a free speed survey session on all sites prior to the commencement of a monitoring session.	No, the successful Tender will undertake an initial free speed survey only when a zone is due to enter service for the first time under either Managed Service contract.
929331 / 921296 (4) (published 19/01/16)		If a monitoring session is not completed, please confirm if the operator can or cannot return to complete session on an alternative date (i.e. split session).	Sessions cannot be split. If a session is not completed, the contracting authority may require the entire session to be rescheduled at no cost to the contracting authority.
929331 / 921296 (5) (published 19/01/16)		A.3.1 How long will it take the Garda Commissioner to confirm go ahead on a survey from the submission of a risk assessment form for approval?	It is expected that for existing sites 1 week, no more than 1 month for new sites

Message ID	RFT Section	Question	OGP Response
929331 / 921296 (6) (published 19/01/16)		Please provide the monitoring locations schedule classified according to this weighting category outlined in the tender.	Attached please find a recent but not current Monitoring and Survey Schedule for the period 19 – 25 October 2015 (Monitoring & Survey Schedule 19 Oct 2015 – 25 Oct 2015.xlsx). For operational enforcement purposes it is not possible to provide the current schedule. Weighting are reviewed and updated on a bi-monthly basis. Also attached please find further information outlining the methodology used in determining the weighting categories (Weightings Methodology.docx).
929331 / 921296 (7) (published 19/01/16)		For the Evidential Data File is there a database detailing the various Garda Stations and Garda Regions associated with each Monitoring Location and if so what format is that database available in?	This data will be made available for existing sites in excel format to the successful Tenderer.
929331 / 921296 (8) (published 19/01/16)		Where court attendance is required, the successful Tenderer shall be paid for actual hours attended only. Actual hours attended includes the time specified in Annex A18.8. What is meant by “actual hours” – does it mean the operator is present in the court house, or are only the hours that the court is in session count? Can you define “Actual Hours”?	"Actual Hours" for the purpose of court attendance is from a time of 30 minutes prior to the scheduled time of the first court case they are required for, up until the end of the final case they are required for.
929331 / 921296 (9) (published 19/01/16)		A18.1 – How much advance notice will the operator have in relation to court appearances?	Initial notification will be given by OSCAM of requirement to attend court approximately 2 months prior to the court case, however notification may be given any time up until and including the previous working day prior to the court case. This also applies to cancellation of a requirement to appear e.g. for a requirement to attend court at 10.30 AM on a Friday,

Message ID	RFT Section	Question	OGP Response
			notification to appear/cancellation of requirement to appear may be given any time up until 17.30 pm on the Thursday.
929331 / 921296 (10) (published 19/01/16)		A18.1 – Please provide a sample court notification documentation that will be provided to the operator to advice of court appearances required.	The successful Tenderer shall receive notification of court appearances by means of an excel spreadsheet, see attached. (Notification of Operators required in Court.xlsx)
929331 / 921296 (11) (published 19/01/16)		A18.1 – Is the successful tender expected to undertake court proceedings for offences that predate the take-over of the contract? If so, please outline how the evidential files will be provided to the new operator.	No.
929331 / 921296 (12) (published 19/01/16)		Is there an obligation on the tender to maintain access to the detection data generated by the current operator during the term of the new contract, and if so what form of access is considered necessary?	No.
929331 / 921296 (13) (published 19/01/16)		Please confirm the number of court sittings in 2015 by operator, month, and court location.	See excel spreadsheet attached. (Number of Operators Called by Court 2015.xlsx)

Message ID	RFT Section	Question	OGP Response
929331 / 921296 (15) (published 19/01/16)		On page 31, the tender refers to the need to factor in an additional 1,875 hours into planning of monthly core hours with approximately 1,500 of these arising from unavailability of personnel resources Etc. Please outline what the remaining 375 planned additional hours are being factored in for?	The reason for the remaining 375 planned additional hours is to factor for the following events: for example, equipment failure, vehicle failure and user errors, etc.
929331 / 921296 (16) (published 19/01/16)		Annex B: Implementation, Testing and Commencement B6.1 – in relation to Service Testing, is the tenderer expected to operate a full roster for the 14 calendar day testings period? What are the pass/no-pass criteria by which the Garda Commissioner will determine the level of satisfaction with the Service Testing?	The Contracting Authority will determine the testing requirements and pass fail criteria, based on the solution of the successful Tenderer.
929331 / 921296 (17) (published 19/01/16)		Annex B: Implementation, Testing and Commencement B7.1 what is the expected time line from the completion of Service Testing and the Garda Commissioner issuing the Service Commencement Certificate?	It is anticipated that the Service Commencement Certificate will be issued on the next working day after the receipt of all necessary service testing sign off documentation.
929331 / 921296 (19) (published 19/01/16)		In case of a Tender Consortium, could you please clarify whether the Tender shall be solely signed by the Prime Contractor or by all Consortium partners?	The Contract is to be signed by the Prime Contractor. See paragraph 2.5 of the RFT and clause 2.4 in the Contract.
929331 / 921296 (20) (published 19/01/16)		Section 3.2.2 and 3.5 of Services Contract: Please confirm that change of policies, guidelines and/or project governance protocols will be dealt with in accordance with Section 32 and Schedule J.	Sections 3.2.2 and 3.5 of the Services Contract will not be dealt with in accordance with Section 32 and Schedule J.

Message ID	RFT Section	Question	OGP Response
929331 / 921296 (21) (published 19/01/16)		Section 8.5 of Services Contract: Please clarify when Tenderer should expect to receive source code from the current service provider.	There is no source code to be transferred from the current provider.
929331 / 921296 (22)		Section 18 of Services Contract: Could you please confirm that Section 18.2 and 18.3 will also apply for partial suspensions (actual Hours falling short of 7,400 Monitoring hours and 100 Survey hours per month)?	Section 18 applies to the Suspension of the Services only.
929331 / 921296 (23) (published 19/01/16)		Schedule K of Services Contract: Please provide a definition for the "Replacement Service Provider".	Please note amendment to the Contract at Schedule K paragraphs 2.2.5 and paragraph 3.1.7 - the reference should be "new Service Provider" rather than "replacement Service Provider". Tenderers are to be aware of the amendment of the contract.
929331 / 921296 (24) (published 19/01/16)		Appendix 3, clause 2, Tenderers' Statement. – Clause 2 currently refers to Appendix 6, should it not refer to Appendix 8 Service Agreement and Appendix 9 Confidentiality Agreement.	Tenderer's are to note the amendment to paragraph 2, in Appendix 3, whereby the paragraph is amended as follows: "We accept all of the Terms and Conditions of the Services Contract and the Confidentiality Agreement and agree if awarded any contract to execute the Services Contract at Appendix 8 to the RFT.
931872 (published 19/01/16)		To Whom it May Concern Can you please provide a recent Monitoring Schedule that includes the Monitoring Hours and Monitoring locations for a 7 day plus period of time.	Attached please find a recent but not current Monitoring and Survey Schedule for the period 19 – 25 October 2015 (Monitoring & Survey Schedule 19 Oct 2015 – 25 Oct 2015.xlsx). For operational enforcement purposes it is not possible to provide the current schedule. Weighting are reviewed and updated on a bi-monthly basis. Also attached please find further information outlining the methodology used in determining the

Message ID	RFT Section	Question	OGP Response
			weighting categories (Weightings Methodology.docx).
929331 / 921296 (14)		Is it anticipated that any assets or equipment, vehicles, data, premises or leases will transfer from the incumbent to the successful tenderer. If so, please provide a list of transferring assets.	The Contracting Authority owns the data and this is not being transferred. As specified in the RFT, the successful Tenderer is required to (amongst other things) provide all equipment and resources necessary for the performance of the contract. The Contracting Authority will not be providing any assets or equipment, vehicles, data, premises or leases. The Contracting Authority does not have any ownership or control, or have any agreement with the incumbent, in relation to any of the assets or equipment, vehicles, data, premises or leases which is owned by or in possession of the incumbent.
(published 21/01/16)			
929331 / 921296 (18)		Clause 2.5 - b) requires that Tenderers must set out the legal relationship between the Prime Contractor and the Sub-Contractors. Please explain which information shall be provided. In case of a consortium should the consortium agreement be submitted or is a mere explanation of the relationship between the consortial partners sufficient?	Where a group of undertakings come together, in whatever form and irrespective of the legal relationship between them including but not limited to partnerships, subcontractor(s) or consortium (collectively referred to as a "Sub-Contractor") to form the Tenderer in order to submit a Tender, the Contracting Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Services Contract only (the "Prime Contractor"), irrespective of who will perform the tasks.
(published 21/01/16)			In accordance with the requirements of paragraph 2.5(b)

Message ID	RFT Section	Question	OGP Response
930597		We note you say the application of TUPE is a question of fact.	Tenderers are to submit an explanation setting out the proposed legal relationship between the Prime Contractor and the Sub-Contractor as defined above.
(published 21/01/16)		Please outline the relevant facts so that we can bid on the same basis as the incumbent.	Tenders are requested to note the provisions of paragraph 2.5 in the RFT.
		Will AGS indemnify the successful tenderer against any claim made by or on behalf of staff of the existing service provider?	This is a managed services outsourced contract. All Tenderers will be evaluated on their proposed solution to this competition based on the requirements set out in the RFT.
936272 (1)		Tenderers' Statement - Appendix 3 Clause 8 states "We satisfy the Qualification Criteria as set out at paragraph 3.2.A of the RFT and, if requested by the Contracting Authority, shall immediately furnish such evidence as may demonstrate our economic and financial capacity in accordance with the said paragraph 3.2.A." however clause 3.2.1 states "Tenderers must demonstrate that they have a minimum overall combined turnover of €15 million for each of the last three immediately preceding years. Tenderers must provide a copy of audited accounts for each of the immediately preceding three financial years". Please clarify if audited financial statements for each of the immediately preceding three financial years have to be included as part of the tender as	The Contracting Authority will not indemnify the successful Tenderer against any claim made by or on behalf of staff of the existing service provider. Tenderers are referred to clause 9 in the Services Contract.
(published 27/01/16)			Yes, audited financial statements for each of the immediately preceding three financial years have to be included as part of a Tender as per Clause 3.2.1 of the RFT.

Message ID	RFT Section	Question	OGP Response
		Appendix 3 clause 8 contradicts clause 3.2.1.	
936272 (2) (published 27/01/16)		In a situation where a tendering entity is not required by law to produce audited financial statements in its own right but the results of this entity forms part of the parent company consolidated audited financial statements, please confirm if it is in order to provide the consolidated audited financial statements for the parent company as conclusive evidence that the €15m turnover requirement is met.	<p>Yes, tenderers may provide the consolidated audited financial statements for the parent company as evidence that the €15 million turnover requirement is met.</p> <p>Tenderers should refer to paragraph 3.2 of the RFT which states: "Tenderers should also note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer." If the tenderer is not so relying on capacity of other entities they need to prove by other reasonable means that they meet the economic and financial criteria. In that respect tenderers are referred to Article 47 of Directive 2004/18/EC which states: " 5. If, for any valid reason, the economic operator is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate."</p>
936272 (3) (published 27/01/16)		Please confirm if audited financial statements of a company which is a member of another EU state are required to be translated into English.	Yes, as per Clause 2.2.3 (d) Tenders must be submitted in the English language only.

Message ID	RFT Section	Question	OGP Response
946230 (1) (published 04/02/16)		Please explain what "Category" means or refers to in sections A3.25.j and A12.19.j	Each non completion reason should be assigned a category e.g. 'Court', 'Van', 'System' to allow for analysis of incomplete session reasons. A list of categories will be decided between the successful tenderer and AGS during the implementation phase.
946230 (2) (published 04/02/16)		Is it expected that the Non Completion Log referred to A3.25 and A12.19 be compiled on a daily basis as well as providing a monthly summary of daily reports at the same time?	The Non Completion Log will be completed and provided to OSCAM on a daily basis, with a month end Non Completion Log also to be provided within 7 days from the end of the calendar month containing all Non Completion Log entries for the previous calendar month.
946230 (3) (published 04/02/16)		Could you please clarify the following questions relating to incomplete sessions (A12.19):	
946230 (3.a) (published 04/02/16)		What happens to captured events when a session cannot be completed? Are they to be deleted or processed?	All captured events shall be processed and valid offences sent to AGS as per the provisions of Annex A15.
946230 (3.b) (published 04/02/16)		What action / notification is required if a session cannot be started for some reason (i.e. a) operator note available b)van not available c)issue at the location preventing a safe monitoring session, e.g. unexpected road works, ...)	As per Annex A12.19, the details of the session shall be added to the Non Completion Log. Tenderers should also note the requirements of Appendix 4 regarding regular requested reports.
946230 (4) (published 04/02/16)		In relation to A12.19, please clarify if there is a defined period of time within which a rescheduled sessions needs to be completed?	If required by the Garda Commisioner, rescheduled sessions shall be completed within the 3 months of notification of the request to reschedule.

Message ID	RFT Section	Question	OGP Response
946230 (5) (published 04/02/16)		In relation to A13: In a scenario where a session for Temporary Fixed Safety Camera is expected to take several days or more, please clarify if the images/evidential data etc should be processed constantly, not using the "session" approach?	In order to transmit detected offences to AGS as per the requirements of Annex A15, it will be necessary to process offences from Temporary fixed Safety Cameras, Average Speed Safety Cameras, and Fixed Safety Camera systems using a session approach.
946230 (6) (published 04/02/16)		A13.3: What session length is envisaged for the Temporary Fixed Safety Cameras?	Each session will be 24 hours, and shall span 1 calendar day i.e. beginning at 00:00:00, and ending at 23:59:59 on the same calendar day.
946230 (7) (published 04/02/2016)		Requirement A7.3 permits the use of flash. It is correct to assume that per requirement A4.1c, an infra-red flash is required?	Yes, as per Annex A4 ('General requirements applicable to all types of Monitoring Equipment') an infra-red flash is required for all types of safety camera systems.
946230 (8) (published 04/02/16)		Regarding the court procedure for Fixed, Temporary Fixed and Average Safety Cameras, please confirm the court appearance requirements for the successful tenderer and specifically what personnel are required to attend court	<p>Currently there are no fixed / average speed cameras in operation. AGS has operated wet film fixed speed cameras in the past and the person who loaded and unloaded the cameras and processed the images attended court.</p> <p>Section 81 of the Road Traffic Act 2010 provides for, amongst other things, the tendering of prima facie evidence in relation to speeding and certain other offences. In particular subsection 2 provides for permanent visual records as prima facie evidence in proceedings of the indications or measurements contained in the record. It is envisaged that the solution will meet the requirements of a permanent visual record as provided for under subsection 2. Decisions by the courts will ultimately determine what personnel, if any, will be required to attend court. Tenderers should note the requirements of Annex A18 in relation to appearance in court.</p>

Message ID	RFT Section	Question	OGP Response
946230 (9) (published 04/02/16)		A15.4: Could you please clarify what "codify" means in more detail?	Full details of the requirements relating to creating offence file for transmission to AGS will be given to the successful tenderer during the implementation phase.
946230 (10) (published 04/02/16)		Are the cost in the attached Cost Model based on 87.000 hour Monitoring and 3.000 Survey hours (as it is conflicting with the numbers as set out in A1)?	Please see amended file 'Cost Model.xlsx' reflecting the Core Hours as stated in Annex A1.
946230 (11) (published 04/02/16)		Could you please provide the Cost Model with completed formulas how the overall pricing will be calculated? E.g. are for the positions under 2.4 only the hours of operation relevant, if not what system quantities will go into the calculation?	Costs for 2.1 – 2.3 in the cost model will be calculated by multiplying the hourly rate tendered by the number of hours for the year (given in red on the cost model). Regarding 2.4, all costs given as € per 24 hours will multiply the rate given by 365 (the figure of 8760 is the number of hours conducted presuming camera is operating 24/7 for 365 days). Where a price per system is required (for supply & installation) the cost tendered will be multiplied by 1.
946230 (12) (published 04/02/16)		Is it assumed correctly, that the prices for Monitoring Services conducted by Fixed, Temporary Fixed and Average Speed Safety Cameras are not including supply and installation costs?	The cost model will be evaluated based on the prices supplied by tenderers for their solution within the categories given within the price schedule in Appendix 2.
946230 (13) (published 04/02/2016)		In relation to Price Schedule C, in what cases the attendance of a Designated Service Manager, of Senior Staff or a Designated Data Processing Officer is required, and how often will this be required?	A Designated Service Manager, Senior Staff or a Designated Data Processing Officer will be required to attend if so directed by the court. Since the commencement of the Safety Camera Project in 2010 no attendances have been required by a Designated Service Manager, Senior Staff or a Designated Data Processing Officer.

Message ID	RFT Section	Question	OGP Response
946230 (14) (published 04/02/16)		A1: The successful Tenderer shall, at the request of the Garda Commissioner, be required to provide up to 1,500 additional monitoring hours (hereinafter known as "Additional Hours") within any calendar month. How long in advance does the successful Tenderer get note of the request with respect to handing in the Monitoring Schedule? Do the additional hours have to be planned according to the given KPIs (day, time, counties, weighting) as well and do they affect the yearly statistics?	The successful tenderer will be given a minimum of 7 calendar days notice of a requirement to provide Additional Hours. Unless specific session times are requested, the Additional hours must be planned within the existing days and times KPIs. They will not be subject to county KPIs or zone weightings.
946230 (15) (published 04/02/16)		A12: KPIs shall be allowed a variance of 5% +/- on a monthly basis, e.g. in the case of Sundays, the optimal KPI is that 15% of monitoring shall take place on a Sunday, however on any given month the successful Tenderer shall be deemed to have complied with the KPI if between 10% - 20% of monitoring takes place on Sundays. On a rolling 6 month basis, the variance shall be 3% +/-, and on a rolling 12 month basis, the variance shall be 1% +/- it assumed correctly that for the calculation of the monthly/yearly KPIs with respect to the time of the day the actual time of the session is relevant and not the time to which the session has been planned?	Yes, KPIs shall be calculated based on actual session times.
946230 (16) (published 04/02/16)		A12: Monitoring Hours shall be distributed across the twenty six counties proportionate to the number of zones in each county. Is there also a variance of +/-5% allowed on a monthly basis as with the other KPIs?	Yes, the same allowances apply to KPIs by county.

Message ID	RFT Section	Question	OGP Response
940160 (1) (published 05/02/16)		Please clarify the references to “unique identifying reference numbers of media” when evidence data is stored in server systems - can a unique URI (Uniform Resource Identifier) be used instead?	The storage media that the monitoring session detail has been recorded on must be uniquely identifiable once a monitoring session has been completed. It is a requirement that a unique identifier of this storage media is included with the monitoring session data file. A URI (Uniform Resource Identifier) should not be used as the unique identifying reference number of media.
940160 (2) (published 05/02/16)		Can AGS please confirm that Evidential Images, their associated Image Data Blocks and Monitoring Session Data Files can be stored on server systems, relying on cryptography to ensure the authenticity and integrity of the evidence files? If this is not allowed, can AGS confirm that a successful tenderer must write all evidence to a WORM type media in the back-office (after transport over a network from the camera system)?	Evidential images, their associated Image Data Blocks and Monitoring Session Data Files can be stored on secure server systems after the data is transported over a network from the safety camera system.
940160 (3) (published 05/02/16)		On the basis of your last response to a TUPE question clarifying that the Contracting Authority will not indemnify the successful Tenderer against any claim made by or on behalf of staff of the existing service provider and in order for all tenderers not be put in commercial disadvantage against the current service provider, we would ask from the Contracting Authority that it provides a list of all staff positions, salary & benefits (specifically pension related benefits) and length of service.	<p>The Contracting Authority has no information relating to length of service, salary and benefits (specifically pension related benefits) in relation to its existing contractor’s staff employees or any other terms and conditions of employment of its employees.</p> <p>While the Contracting Authority has information only on staff positions, this information is commercially sensitive to the existing service provider.</p>

Message ID	RFT Section	Question	OGP Response
940160 (4) (published 05/02/16)		Can AGS confirm if the employee legislation for this contract falls under Security Industry Employment Guidelines as the service may be deemed surveillance?	This is a matter for the Tenderer and Tenderers' attention is drawn to clause 3.2.3 in the Services Contract.
940160 (5) (published 05/02/16)		The RFT mentions that there are 160,000 detected and recorded offences per year. Can you confirm that this number of offences exclude rejects? Can the number of total offences rejected when processing evidential images and a break down of reasons for rejection be provided?	The total given of 160,000 detected and recorded offences per year includes rejected images. A breakdown of rejected images for 2015 is provided with the attached document "Clarification - Rejection Breakdown.xlsx". It should be noted that approximately 170,000 total offences were detected in 2015. This total also includes rejected offences.
940160 (6) (published 05/02/16)		Will the monitoring vehicle operators or image processing operators be required to attend some training in AGS Templemore Training Centre? If so, can you provide details regarding scope, duration and cost?	All training and accreditation shall be provided by the successful tenderer. Monitoring Operators will be required to complete a written and practical assessment based on the solution of the successful tenderer to ensure sessions are conducted in accordance with the Policy & Procedures Handbook. The location of each assessment will be determined by AGS based on number of operators to be assessed. Both the written and practical assessments will be conducted on the same day. There will be no cost associated with conducting the assessment. Image processing operators will not be assessed by AGS.
940160 (7) (published 05/02/16)		As the current service provider will not encounter the same level of mobilisation costs and in order to keep a level playing field between all bidders, would AGS consider excluding mobilisation costs from the cost structure evaluation?	Tenderers will be evaluated based on the rate tendered for core hours and approved rates, additional hours, core hours & additional hours (contract extension) and fixed sums as per the cost model provided with the RFT.

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941172 (1) (published 05/02/16)	Contract Section 1	What is the likely duration of a temporary safety camera deployment? Would power supplies be provided or should equipment be self contained for power?	It is expected that the duration of Temporary Safety Camera deployments will be a minimum of 3 months duration. Power for Temporary Fixed Safety Camera Systems should be self contained.
941172 (2) (published 05/02/16)	Section A1	Will an additional payment be made by the client for the additional 1,875 hours per month to be scheduled due to court etc	As per Annex A1: "Unless otherwise agreed, the minimum number of hours required to be completed by the successful Tenderer per Month is 7,400 monitoring hours and 100 survey hours with a variance of 5% +/- as determined by the Garda Commissioner". Any excess hours rostered in order to achieve Core Hours will not be considered for payment once Core Hours have been achieved for that calendar month.
941172 (3) (published 05/02/16)	A3	"Monitoring Location" is defined term but A3 and the supplied response also refers to "zones". Are zones and locations the same?	See updated definitions for Zone and Monitoring Location . The definition for "Zone" in the RFT and Contract is as follows: 'Zone' means: 'a section of road identified by the Garda Commissioner for the conduct of Survey Sessions or Monitoring Sessions'. A new definition for "Monitoring Location" in the RFT and Contract is as follows: 'Monitoring Location' means 'a site which has been approved for use by the Garda Commissioner which is located within an approved Zone'.
941172 (4) (published 05/02/16)	A4.8 d)	As Monitoring Location is a section of road identified by the Garda Commissioner, could you please clarify which GPS co-ordinates should be entered - the locations provided from the Garda Commissioner or	See updated definitions for "Monitoring Location" and "Zone".

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		the actual GPS location of the vehicle/ camera?	Please see response to 941172(3) above.
941172 (5) (published 05/02/16)	Schedule H Q5	Does the requirement for CCTV data retention apply to buildings only or all CCTV collected in all the operations?	This requirement relates to all CCTV collected.
941172 (6) (published 05/02/16)	A6	"Temporary Fixed Safety Camera Systems shall operate as average speed checks". Does this mean "Average Speed Safety Cameras" (which are defined as "Permanently Fixed" in Appendix 1) should collect the average of all vehicle speeds at that point?	Temporary Fixed Safety Camera Systems shall be used to monitor the average speed of vehicles at the required location. Equipment used under this requirement should not be 'Permanently Fixed' i.e. should not require civil works for installation of the cameras.
941172 (7) (published 05/02/16)	3.2.1	Requirement 3.2.1 states that "Tenderers must demonstrate that they have a minimum overall combined turnover of €15 million for each of the last three immediately preceding years". Can accounts of the shareholders or suppliers of the bid entity be combined specifically for the purposes of attaining the €15 million threshold?	Tenderers may include the turnover of entities in accordance with the conditions specified in the RFT. As per the RFT: "Tenderers should also note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer".

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941172 (8) (published 05/02/16)	3.2.1	Requirement 3.2.1 states that "Tenderers must provide a copy of audited accounts for each of the immediately preceding three financial years." Do you therefore require the accounts of all subcontractors/suppliers irrespective of their size?	It is only necessary to submit the accounts of all sub-contractors/suppliers where the supplier/sub-contractor is being relied upon for the purposes of paragraph 3.2 of the RFT. Please see response to 941172(7) above.
941172 (9) (published 05/02/16)	Appendix 11	Appendix 11 requires the tenderer to sign a the Minimum Compliance Form and submit the original form with their Tender. Does a digital copy meet your requirements or do you require a hard copy?	Tenders must be submitted electronically via www.etenders.gov.ie and so a scanned digital copy is acceptable at tender submission stage (provided that it is submitted in a readable form such as PDF). However, the Contracting Authority will require a hard copy before contract signature stage.
941172 (10) (published 05/02/16)	A.3.2 iii	In relation to Risk Assessment Forms, is the "driver's eye view" taken from the precise monitoring location or does this require a video of the monitoring vehicle at the precise monitoring location taken from a separate vehicle?	This requires a video taken from a separate vehicle passing the Monitoring Location, from both directions of travel, while a monitoring vehicle is parked at the Monitoring Location.
941172 (11) (published 05/02/16)	A.3.2	States the "Successful Tenderer shall be required to prepare a "Risk Assessment Form" for each provisional Monitoring Location. Does this mean that one risk assessment is sufficient per Zone?	No, each provisional Monitoring Location within a Zone requires the preparation of a Risk Assessment Form as per the requirements of Annex A3.
941172 (12) (published 05/02/16)	A.3.7	In relation to the "proposed schedule of surveys to be undertaken by the successful Tenderer", are there any criteria that may adversely impact upon the tenderers' ability to schedule surveys close to one another in the most logistically efficient manner?	The Garda Síochána guidelines regarding rostering of sessions are: 1. A zone cannot be rostered more than once per calendar

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			<p>day.</p> <ol style="list-style-type: none"> 2. If the zone is rostered on consecutive days, there must be at least 12 hours between the start times of the two sessions. 3. No more than 2 sessions of an operator's shift should be conducted on the same road. 4. If an operator's next session is taking place on the same road, there should be a reasonable amount of distance between the sites. 5. Operators should be given sufficient travel time to get from one session to the next. 6. There should be sufficient distance between any sessions taking place at the same time so as to avoid the possibility of a high volume of traffic encountering more than one van within a reasonable amount of time. 7. No more than 3 survey sessions can take place within a zone in a calendar month. <p>The guidelines above are applied to the complete schedule of sessions for the week (i.e. both monitoring and survey). This means that, for example, a zone is scheduled for both a monitoring and a survey session within the same day, this would be in contravention of guideline 1 above, and the successful Tenderer would be required to amend the schedule to remove the conflict.</p>

Message ID	RFT Section	Question	OGP Response
941172 (13) (published 05/02/16)	A.3.9	Amendments to survey schedule: Under what specific circumstances would you direct amendments to the Schedule?	An amendment may be requested for such reasons as (but not limited to): rostered sessions not meeting the specified guidelines, AGS operational requirements.
941172 (14) (published 05/02/16)	A.3.10	Can amendments to the survey schedule directed by the Garda Commissioner be billed under a change request?	No.
941172 (15) (published 05/02/16)	A12.3	In relation to the obligation that "the successful Tenderer shall furnish the Garda Commissioner with a proposed schedule of Monitoring Sessions to be undertaken at Monitoring Locations over a period of 1 week", can you confirm that Tenderer may route vehicles in the most logistically efficient manner or are there rules or guidelines that need to be considered?	<p>The proposed schedule must meet the guidelines for rostering sessions as given above in response to 941172 (12). The routing methodology used for scheduling sessions must ensure that the operator can arrive at their next scheduled session in a timely manner in order to allow the session to commence at the scheduled time e.g. if route planner software (e.g. Google Maps) states that 20 minutes travel time is required then this should be factored into the time given between sessions.</p> <p>In the case of a session starting over 30 minutes late as a result of an avoidable logistical issue by the successful Tenderer, in these circumstances, the Contracting Authority shall not pay for the first 30 minutes of the delayed session.</p> <p>Tenderers, please see clause 5.3 in the Services Contract.</p>
941172 (16) (published 05/02/16)	A12.5	In terms of "amendments to the schedule", if these have an impact on the efficiency of the operation, can you confirm if the amendments will be paid for under a change control?	Any amendments to the schedule will not be covered under the change control procedure.

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941172 (17) (published 05/02/16)	A 18.1 and response 921296(9)	If the scheduled court case is cancelled up to close of business on the proceeding day, and the operator is rostered to work on the next day to attend the scheduled court case rather than his normal night shift, then will the successful Tenderer be paid for his night sessions given that the notice may not be sufficient for Monitoring Operator under the Working Time Act?	Any sessions lost due to court appearances will not be eligible for payment.
941172 (18) (published 05/02/16)	B1	What is the maximum duration in terms of testing hours and elapsed time for formal service testing?	The Contracting Authority will determine the testing requirements based on the solution of the successful Tenderer.
941172 (19) (published 05/02/16)	B4.1 and response 921296(16)	What is the scope of formal service testing?	The Contracting Authority will determine the testing requirements based on the solution of the successful Tenderer.
941172 (20) (published 05/02/16)	B6.1 and response 921296(16)	Formal Service Testing: How many hours of monitoring and surveying would you require during this period?	The Contracting Authority will determine the testing requirements based on the solution of the successful Tenderer.
941172 (21) (published 05/02/16)	A1. Core Hours Definition and response 921296(15)	If the Service Provider conducts 375 (5% of 7,500) hours extra on one month through sessions approved by the Garda Commissioner A) Will they be paid for the extra hours even though an increase on the 7,500 monthly limit was not sanctioned in advance or B) Can they then, reduce the next months' requirement from 7,500 to 7,125 and be paid for 7,500 or C) Will the 375 hours be unpaid by the Commissioner?	Please note Annex A1: "Unless otherwise agreed, the minimum number of hours required to be completed by the successful Tenderer per Month is 7,400 monitoring hours and 100 survey hours with a variance of 5% +/- as determined by the Garda Commissioner".

Message ID	RFT Section	Question	OGP Response
941172 (22) (published 05/02/16)	A15.5	Can you please clarify what you mean by c) (vi) Storage Identifier	The unique identifier of the storage media on which that the monitoring session detail has been recorded on.
941172 (23) (published 05/02/16)	Appendix 2	In Appendix 2, you stated "Where court attendance is required, the successful Tenderer shall be paid for actual hours attended only. Actual hours attended includes the time specified in Annex A18.8." In A18, you mention that the historical average attendance time is 5.5 hours. In terms of payment going forward, under Appendix 2: Price Schedule C "Approved Rates", would all of the 5.5 hours be payable?	"Actual Hours" for the purpose of court attendance is from a time of 30 minutes prior to the scheduled time of the first court case they are required for, up until the end of the final case they are required for.
941172 (24) (published 05/02/16)	Appendix 5	In Appendix 5 you state that "Prior to the scheduling of any Monitoring Sessions, the Successful Tenderer will be required to conduct Free Speed Surveys at proposed Monitoring Locations from a provisional list of speed enforcement zones provided by the Garda Commissioner". A) Given that only 100 hours survey will be paid per month (+/- 5%), will we be paid in the event that you require more than 100 hours to be surveyed from the "provisional List". B) Can you confirm that Monitoring Locations are released in a gradual and phased basis for example every month or are they released in bulk. C) If they are released in bulk requiring more than 100 hours per month, can you please confirm that all survey sessions required shall be paid for?	Only survey sessions conducted within Core Hours will be eligible for payment. Monitoring locations will be released on a phased basis. Please note Annex A1: "Unless otherwise agreed, the minimum number of hours required to be completed by the successful Tenderer per Month is 7,400 monitoring hours and 100 survey hours with a variance of 5% +/- as determined by the Garda Commissioner".

Message ID	RFT Section	Question	OGP Response
941172 (25) (published 05/02/16)	Appendix 5	Referencing Appendix 5, Survey Sessions. Is the "Provisional List" released by county enabling survey sessions to be conducted in a logistically efficient manner?	The provisional list is released in one batch containing all proposed zones.
941172 (26) (published 05/02/16)	Appendix 5	Referencing Appendix 5, Survey Sessions. Are there any client imposed guidelines, restrictions, rules or constraints limiting the tenderers' ability to roster the surveys in the most efficient manner?	<p>Please note guidelines for rostering sessions as given above in response to 941172 (12).</p> <p>The guidelines above are applied to the complete schedule of sessions for the week (i.e. both monitoring and survey). This means that, for example, a zone is scheduled for both a monitoring and a survey session within the same day, this would be in contravention of guideline 1 above, and the successful tenderer would be required to amend the schedule to remove the conflict.</p>
941172 (27) (published 05/02/16)	Appendix 5	There is a reference to "each provisional list" - A) How many lists and are expected? B) How often are these lists released? C) Can you confirm that just one risk assessment is required per Zone D) Are the required separate risk assessments and subsequent surveys both dealt with under 2.1 Change Control Notice?	It is expected that a review of zones will be conducted approximately every two years. Any new zones identified will then be notified to the successful tenderer, along with any zones due to be removed from service. As per Annex A3.2, a risk assessment is required for each provisional monitoring location. These are not dealt with under the change control procedure.
941172 (28) (published 05/02/16)	Insurance	We note historical media reports outlining that there has been a number of attacks on vehicles including three arson attacks destroying the monitoring vehicles. For the duration of the project, if insurance companies withdraw cover or refuse to quote, will the State underwrite the insurance liability or can the Tenderer assume the liability itself?	Please see Section 2.21.1 of the RFT which prescribes the nature and levels of insurance which <u>must</u> be held for the duration of the contract. These requirements are mandatory. Vehicle insurance is a legal requirement under the Road Traffic Acts. In the event that insurance companies decline to quote, Insurance Ireland operates the Declined Cases Agreement. For assistance regarding the Declined Cases Agreement, contact the Insurance Ireland's Insurance Information Service -declined@insuranceireland.eu.

Message ID	RFT Section	Question	OGP Response
941172 (29) (published 05/02/16)	Appendix 5	Are there any constraints scheduling mobile safety cameras within close proximity to other mobile safety cameras, fixed cameras, temporary fixed cameras, average speed cameras, survey cameras or test cameras?	All sessions conducted should adhere to rostering guidelines as given above.
941172 (30) (published 05/02/16)	3.1	There are several areas of requirements such as A17 reporting, A10 vehicles, A16 evidential file and Annex F that do not map to the required response structure. How should tenderers show their solution for these areas?	These are requirements under the contract, and are not being evaluated as part of the tender process.
941172 (31) (published 05/02/16)	Annex B B.2	If the successful tenderer fails to achieve that target hours from the planned Service Commencement Date, can you confirm A) whether or not the successful tenderer is liable to deliver the shortfall in successive months free of charge under clause 12.24 and B) If the free delivery of shortfall hours shall be within the 7,500 hours per month.	If target hours are not achieved within a calendar month, the successful tenderer will be required to deliver the shortfall hours free of charge. These hours will be in addition to the Core Hours requirements.
941172 (32) (published 05/02/16)	2.5	How would undertakings that are suppliers of services to the Prime Contractor be regarded - as Sub-Contractors?	This is addressed in Section 2.5 of the RFT and clause 2.4 in the Services Contract.
941172 (33) (published 05/02/16)	4.10 (a)	This section states that the original image captured shall be a minimum of 10 Mega pixel in size. If the image size is greater will there be any requirement to present files that are compressed or is there any limit in file size due to constraints within the AGS network topology or work path?	Any requirements relating to compressing files or restricting file sizes will be based on the solution of the successful tenderer and will be decided during the implementation phase as referred to in Annex B2.

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941172 (34) (published 05/02/16)	929331/921296	If a zone has up to 10 sites along the stretch of roadway, can you please confirm that a separate risk assessment must be undertaken for each and every site	As per Annex A3.2, a risk assessment is required for each provisional monitoring location. Please see updated definition for Monitoring Location.
941172 (35) (published 05/02/16)	Appendix 5	Referencing Appendix 5, Survey Sessions. Is the "Provisional List" released by county enabling survey sessions to be conducted in a logistically efficient manner?	Repeat Question 941172 (25). The provisional list is released in one batch containing all proposed zones. Please note the provisions of Annex A3 'Identification of Monitoring Locations'.
941172 (36) (published 05/02/16)	Appendix 8 - General	The draft contract contains various provisions which are deemed to survive termination or expiry of the contract. Please explain the rationale and the relevance of this approach for example in respect of section 3.13=> "The Service Provider shall ensure that it will take all steps necessary to ensure that in the provision of the Services all equipment, personnel, procedures and processes used by the Service Provider will preserve the integrity of data, evidence and chain of evidence"	<p>The rationale for this is to create certainty that the provisions survive termination of the agreement.</p> <p>For the avoidance of doubt, the following provisions shall survive termination for whatever reason: clause 1, 3.13, clause 5.7, clause 6 and Schedule I, clause 7 and Schedule H, clause 8, clause 9, clause 12 and Schedule K, clause 15, clause 12 and Schedule K.</p>
941172 (37) (published 05/02/16)	Appendix 8 - 1 Definitions	Please confirm the enumerative list of force majeure events is not limitative and modify accordingly the text if confirmed: "including but not limited to acts of god, [...]"	<p>The services contract is amended as follows:</p> <p>"including but not limited to".</p>
941172 (38) (published 05/02/16)	Appendix 8 – 16.2	Please confirm in case of force majeure all milestone dates will be extended accordingly	Please see clause 16.1 of the Services Contract.

Message ID	RFT Section	Question	OGP Response
941172 (39) (published 05/02/16)	Appendix 8 – 20 (Step-In-Rights)	Please confirm the Service Provider may be involved in the process in order to monitor the expenses for use of a third party and is given a right to resume performance and avoid termination once the conditions are met	In the case of clause 20, the Service Provider may not be involved in the process.
941172 (40) (published 05/02/16)	Appendix 8 - 21/22/Schedule B: Governance (OSCAM)	Please explain the approval/decision-making rules at the Board and how a disagreement or deadlock (if any) is to be addressed.	See clause 31 of the Services Contract- Dispute Resolution Process.
941172 (41) (published 05/02/16)	Appendix 8 - Schedule C,	It seems those § only deal with termination for convenience by the client but not termination for cause. Please explain the termination compensation regime in case of termination for cause due to an event of default of the Client.	There is no compensation for termination cause.
941172 (42) (published 05/02/16)	Appendix 8 - Schedule H - Security and Data Protection - 7	Is there a missing word in “[...] personnel security also applies to all personnel indirectly employed by [?]” or should the term “by” be deleted.	Amend RFT to remove 'by'.
941172 (43) (published 05/02/16)	Appendix 8 – 17.3/Schedule J – Change Control - 7	Section 17 Change in Law: cross-refers to Schedule J for any cost changes arising from the operation of this clause. This seems to undermine the compensation regime in section 17.1 and 17.2 since an agreement is needed about the Impact Assessment. What is the remedy if the Parties disagree?	Dispute Resolution Procedure – clause 31 of the Services Contract.
951308 (2) (published 05/02/16)		Due to the fact that the bid submission date has been postponed to Thursday 25th February and that queries or requests for clarifications will be accepted no later than 17:00 seven (7) calendar days before the competition deadline for the receipt of Tenders, can	In view of the two week extension granted for receipt of tenders to 17:00 on 25 February 2016, queries or requests for clarifications will be accepted no later than 17:00 seven (7) calendar days before the new competition deadline for the receipt of tenders. Accordingly, queries or requests for

Message ID	RFT Section	Question	OGP Response
		you confirm our assumption that revised deadline for submission of questions is now Thursday 18th February 17:00?	clarification will be accepted no later than 17:00 on 18 February 2016.
946230 (18) (published 08/02/16)		Clause 14.1.4 service agreement - can you please clarify if Professional Indemnity Insurance (€6.5m) is required for any one claim or a series of claims arising out of a single occurrence as the industry norm is that the cover is provided on an aggregate basis?	Professional Indemnity Insurance is required on an annual aggregate basis of €6.5 million.
951308 (1) (published 10/02/16)		Is it a pre-requisite that the tendering company hold a PSA Licence and that their employees also have to possess a PSA licence?	There is currently no pre-requisite for Tenderers to hold a Private Security Authority licence; however Tenderers are to note their obligations in clause 3.2.3 in the services contract.
951308 (3) (published 10/02/16)		Can you provide an indicative timetable for the remainder of the procurement process indicating milestones and due dates?	The Tender documentation sets out the indicative timetable in relation to the procurement process, please refer to Annex B of Appendix 1 of the RFT. It is currently estimated that the Contracting Authority will require an evaluation period of approximately 40 calendar days (subject to the number of Tenders received). This will be followed by the requisite standstill period prior to the award of contract.
960689 (1) (published 18/02/15)		A4.10 is requiring a minimum resolution of the original captured image of 10MP for all types of monitoring equipment. It is understood that a sufficient resolution is required to provide an overview image, and readability of the cropped license plate at the same time. Would in the average speed and temporary safety speed camera scenario also an alternative solution be considered, which utilises more than one image sensor, but with a lower	All proposed solutions must meet the criteria as set out in Annex A4.10 of the RFT.

Message ID	RFT Section	Question	OGP Response
		resolution than 10 MP, as long as high image quality standards (e.g. ACPO (United Kingdom association of Chief Police Officers) image standards) are met?	
960689 (2) (published 18/02/16)		Please confirm that Section 8.5 only refers to source code of interfaces with Client's or third party service provider's software to the extent the knowledge of such source is necessary to ensure interoperability.	Clause 8.5 refers to the Service Provider's solution. There is no client interface. The clause is drafted to ensure that the services are provided on a continuous basis; that the escrow is only required to the extent the Service Provider does not have access to or ownership rights to its third party software.
960689 (3) (published 18/02/16)		Section 19.2.3 Services Contract: Could you please confirm that Section 19.2.3 will not apply to Tenderers that are stock-listed or owned by stock-listed entities?	The provisions of clause 19.2.3 will be reflective of the constituent nature of the successful Tenderer appointed (if any) in due course. The purpose of the clause is to indicate to tenders that the ownership or control of the Service Provider i.e. the identity and the qualification of the Service Provider, is central to any contract awarded. Should a successful Tenderer be a listed company, the provisions of clause 19.2.3 will be adapted to focus on the control or ownership in accordance with section 432 of the Taxes Consolidation Act, 1997.
946230 (1) (published 18/02/16)	Schedule F Staff 9.1	A1: "The successful Tenderer shall, at the request of the Garda Commissioner, be required to provide up to 1,500 additional monitoring hours (hereinafter known as "Additional Hours") within any calendar month." Can you please confirm that staff must be full time employees or will casual/part time staff suffice in respect of these "Additional Hours"?	As per Schedule F, clause 9.1 of the Services Contract, "Unless otherwise agreed by the Client, all staff employed in the delivery of the Service will be full-time employed. Part-time staff may be employed for administrative functions."

Message ID	RFT Section	Question	OGP Response
946230 (2) (published 18/02/16)	A12.22/3	In the event that a Monitoring Operator is called to attend court with less than 7 days notice and as a direct result is consequently unable to conduct his/her scheduled monitoring sessions, will the successful tenderer also be paid for the monitoring session given that the incomplete session is beyond the control of the successful tender.	Monitoring or Survey Sessions which cannot proceed due to the requirement of an operator to appear in court will not be considered for payment.
946230 (3) (published 18/02/16)		(8) Approximately 5% of safety camera zones may require fixed cameras. Can you confirm that court appearances will be at a central court house to cover the entire country or will cases be heard at local court houses around the country?	Court appearances are based on the location of an offence, i.e. court cases will be scheduled for the District Court linked to the offence location.
941172 (published 22/02/16)	(7) – 3.2.1	We note that tenderers may include the turnover of entities in accordance with the conditions specified in the RFT. As per the RFT: "Tenderers should also note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer". Please provide a draft of the undertaking to be used by such entities.	The Contracting Authority does not provide a draft of the undertaking to be used by such entities.
Issued by Contracting Authority via eTenders on 18/03/2016 to all Tenderers	Annex A6	'The Contracting Authority and Evaluation Committee are of the opinion that the RFT was not sufficiently clear in respect of the requirements of Annex A6. Therefore we wish to bring to your attention the Contracting Authority's specific requirement under Annex A6 is for all Temporary Fixed Safety Camera Systems to operate as average speed cameras, also known as 'point to point systems' or 'average time	

Message ID	RFT Section	Question	OGP Response
994072 Published 23/03/2016		<p>over distance systems'.</p> <p>Should, in light of this clarification, any Tenderers wish to resubmit their response to Annex A6 (Sub Award Criteria 1.4 'Quality of Proposed Solution for Monitoring Vehicle Speed Using Temporary Safety Camera Systems') as well as Award Criteria 2: Cost Structure please do so by 17:00 on Thursday 31 March 2016.'</p> <p>in relation to the clarification question that was issued on 18th March regarding Annex A6 Sub Award Criteria 1.4 " Quality of Proposed Solution for Monitoring Vehicle Speed using Temporary Fixed Safety Camera Systems.</p> <p>Please confirm that in any resubmitted response that only prices in Appendix 2 (Pricing Schedule " fixed sums ")which can be changed are those in the first two categories on page 79 of the RFP.</p> <p>In the interest of clarity it is only the associated costs that relate to the requirement that is entitled " Supply of a Temporary Fixed Safety Camera System" and " Monitoring using a Temporary Fixed Safety System" that can be resubmitted.</p>	<p>The clarification request issued on 18th March 2016 relates to Temporary Fixed Safety Cameras only, and accordingly, the only costing items that may be resubmitted are 'Supply of a Temporary Fixed Safety Camera System' and 'Monitoring using a Temporary Fixed Safety Camera System' on Price Schedule B - Fixed Sums.</p>
996388 A Published 24/03/2016	Annex A6	<p>If all Temporary Fixed Safety Camera Systems are now required to operate as Average Speed Cameras (Point to Point) in addition to Fixed (Point)?</p>	<p>Temporary Fixed Safety Camera Systems will only be required to operate as an average speed point to point system. There will be no requirement for a single temporary fixed camera unit.</p>

Message ID	RFT Section	Question	OGP Response
996388 B Published 24/03/2016	Annex A6	If Average Speed / Point to Point is required, (which implies two geographically separated camera systems) for the purpose of pricing 'Price Schedule B – Fixed Sums', whether one Temporary Fixed Camera set out in '1 – 5 roadside mounting Temporary Fixed Safety Camera Systems' should include a price per Point (single unit) or two units functioning together as a Point to Point system (two camera units).	Price Schedule B – Fixed Sums refers to the 'Sum per system' and the Contracting Authority considers the system to be the functioning system proposed by the Tenderer to provide a Temporary Fixed Safety Camera System operating as an average speed camera, also known as 'point to point system' or 'average time over distance system'.
996388 C Published 24/03/2016	Annex A6	If, Temporary Fixed Safety Camera Systems should monitor three lanes of traffic as per Average Speed Safety Camera Systems?	As stated in Annex A4.2 'Monitoring Equipment shall have the capability to operate on all types of road in both urban and rural environments. a) <i>Roads on which Monitoring Equipment shall operate include single lane and roads with up to five (5) lanes;</i> b) <i>The camera/image recording component of the Monitoring Equipment used in multiple lane environments shall have a focal length sufficient to allow it to accurately detect and capture images of vehicles in multiple lane carriageways. For Monitoring Equipment operating in low light conditions, when a slave flash cannot be used, number plates shall still be recognisable on vehicles in 3 lanes.'</i>
996388 D Published 24/03/2016	Annex A6	In respect of Q&A Reference 946230 'Each session will be 24 hours, and shall span 1 calendar day i.e. beginning at 00:00:00, and ending at 23:59:59 on the same calendar day' and 941172 'It is expected that the duration of Temporary Safety Camera deployments will be a minimum of 3 months	The Contracting Authority requires a session to be run every day for the duration of the deployment.

Message ID	RFT Section	Question	OGP Response
996388 E Published 24/03/2016 Issued by Contracting Authority via eTenders on 14/04/2016 to all Tenderers	Annex A6	<p>duration', can you please clarify how many 24 hour sessions are required per 90 day deployment, if sessions will run on consecutive days or otherwise and if intervals between sessions are anticipated.</p> <p>Whether or not in respect of 'Award Criteria 2: Cost Structure', only rows relating specifically to Temporary Fixed Safety Cameras may be revised. Alternatively, does this clarification permit tenders to edit the entire Cost Structure document?</p> <p>'With reference to Appendix 2, Price Schedule B - Fixed Sums and for the entries listed below, can you please confirm if the figure provided by you in your submission is per hour or per 24 hour period.</p> <ul style="list-style-type: none"> Monitoring Using a Fixed Safety Camera System Monitoring Using a Temporary Fixed Safety Camera System Monitoring Using an Average Speed Safety Camera System <p>Your response is requested as soon as possible, but no later than 17:00 on Friday, 15 April 2016.</p>	<p>The clarification request issued on 18th March 2016 relates to Temporary Fixed Safety Cameras only, and accordingly, the only costing items that may be resubmitted are 'Supply of a Temporary Fixed Safety Camera System' and 'Monitoring using a Temporary Fixed Safety Camera System' on Price Schedule B - Fixed Sums.</p>

**Schedule L Part II: RESPONSES of 30/03/2016 & 14/04/2016 to Contracting
AUTHORITY'S POST Closing Clarifications**



Clarification - 18/3/16

Tender Response:

to

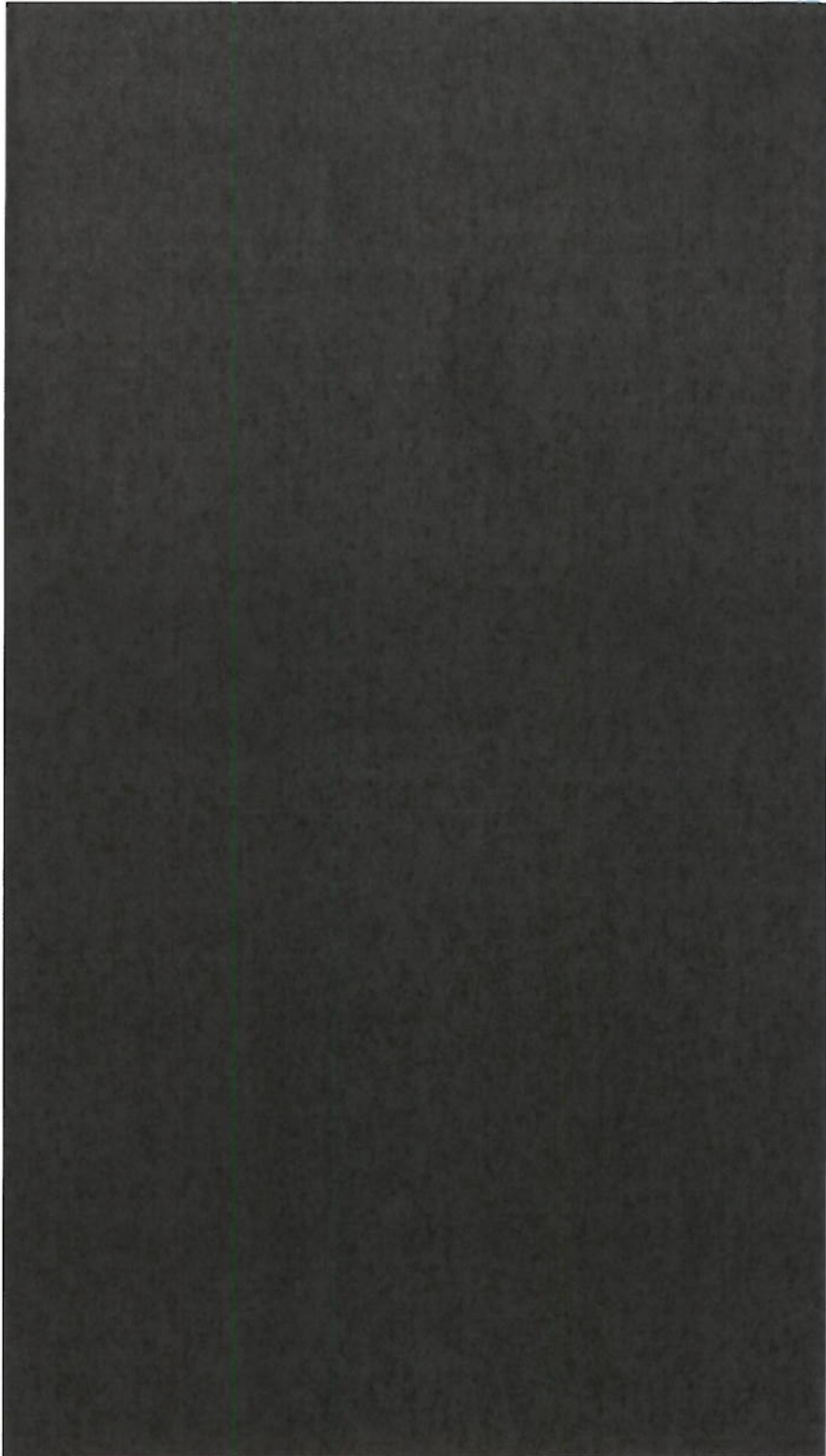
Request for Tenders

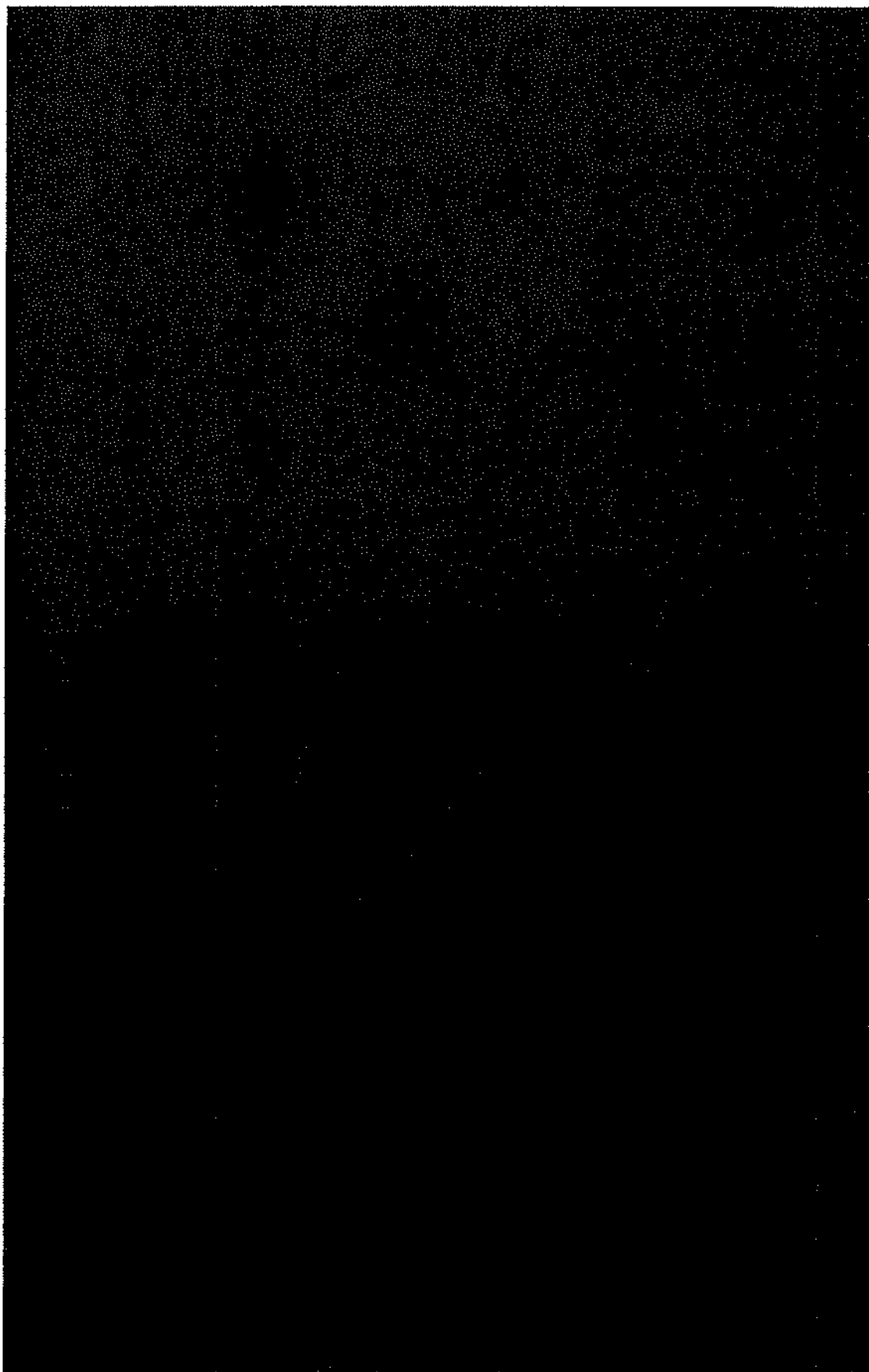
**'for the Provision and Operation of Safety Cameras on a
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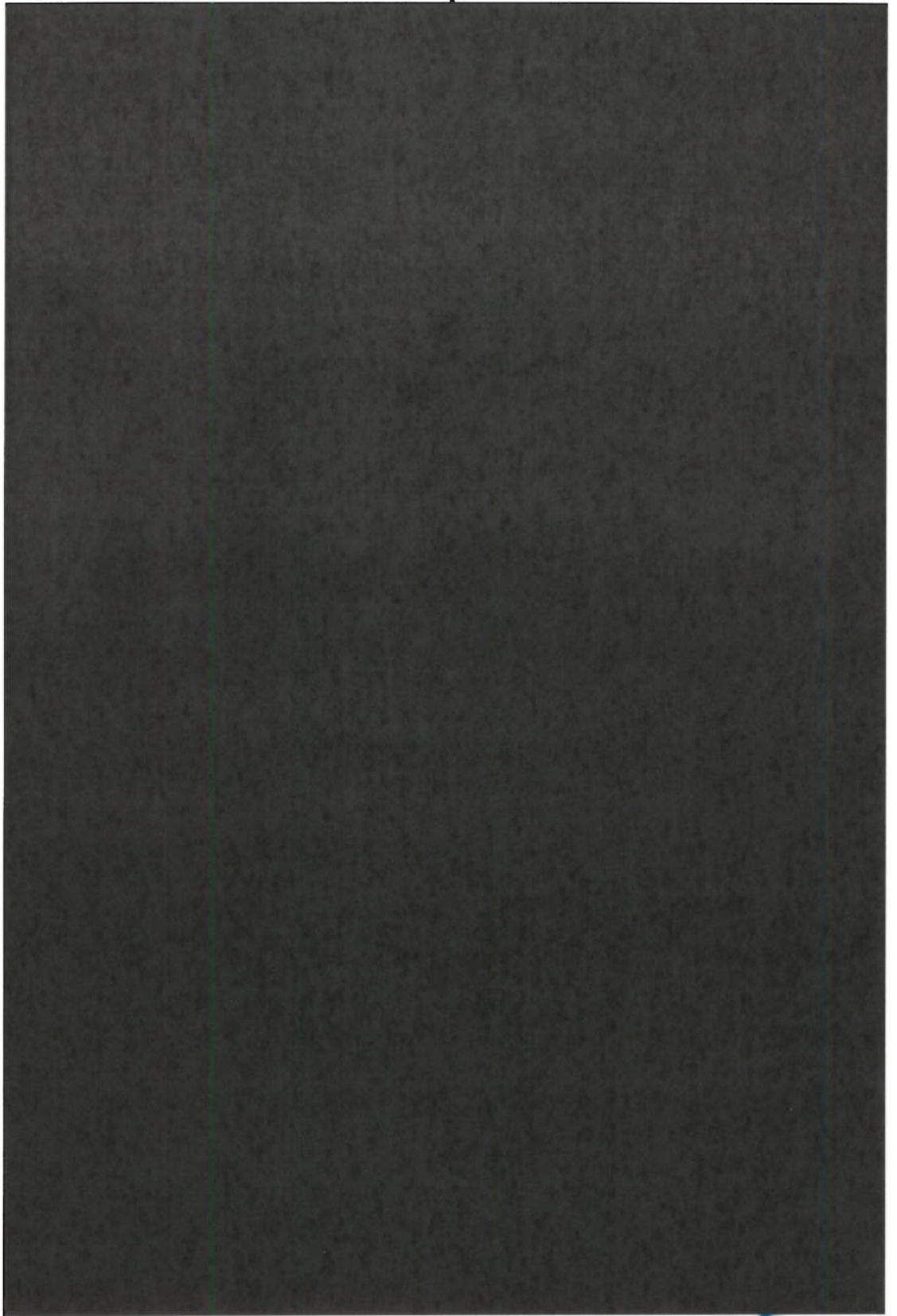
Section 3.4

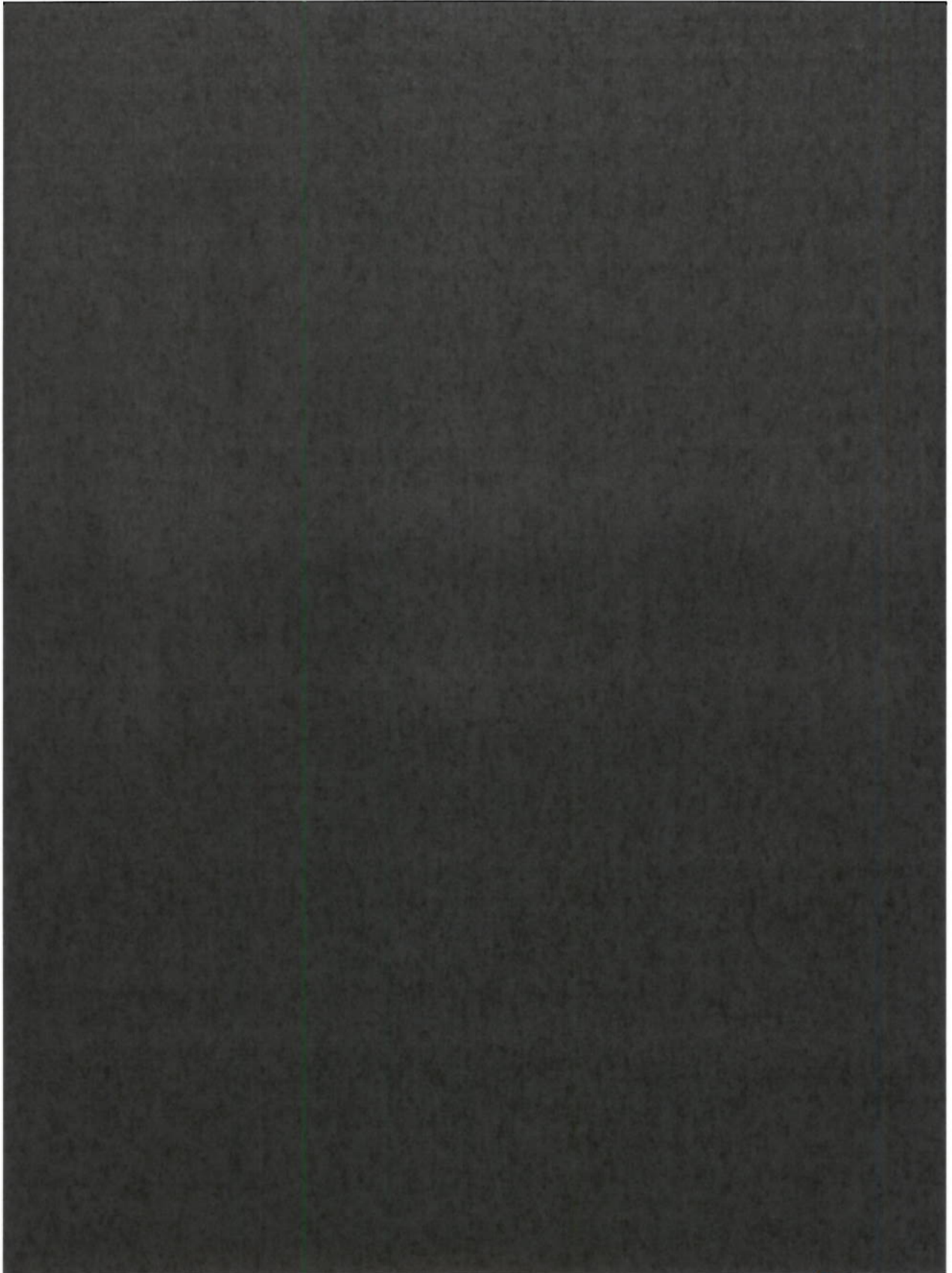
Proposed Solution for Monitoring Vehicle Speed Using Temporary Fixed Safety Camera Systems

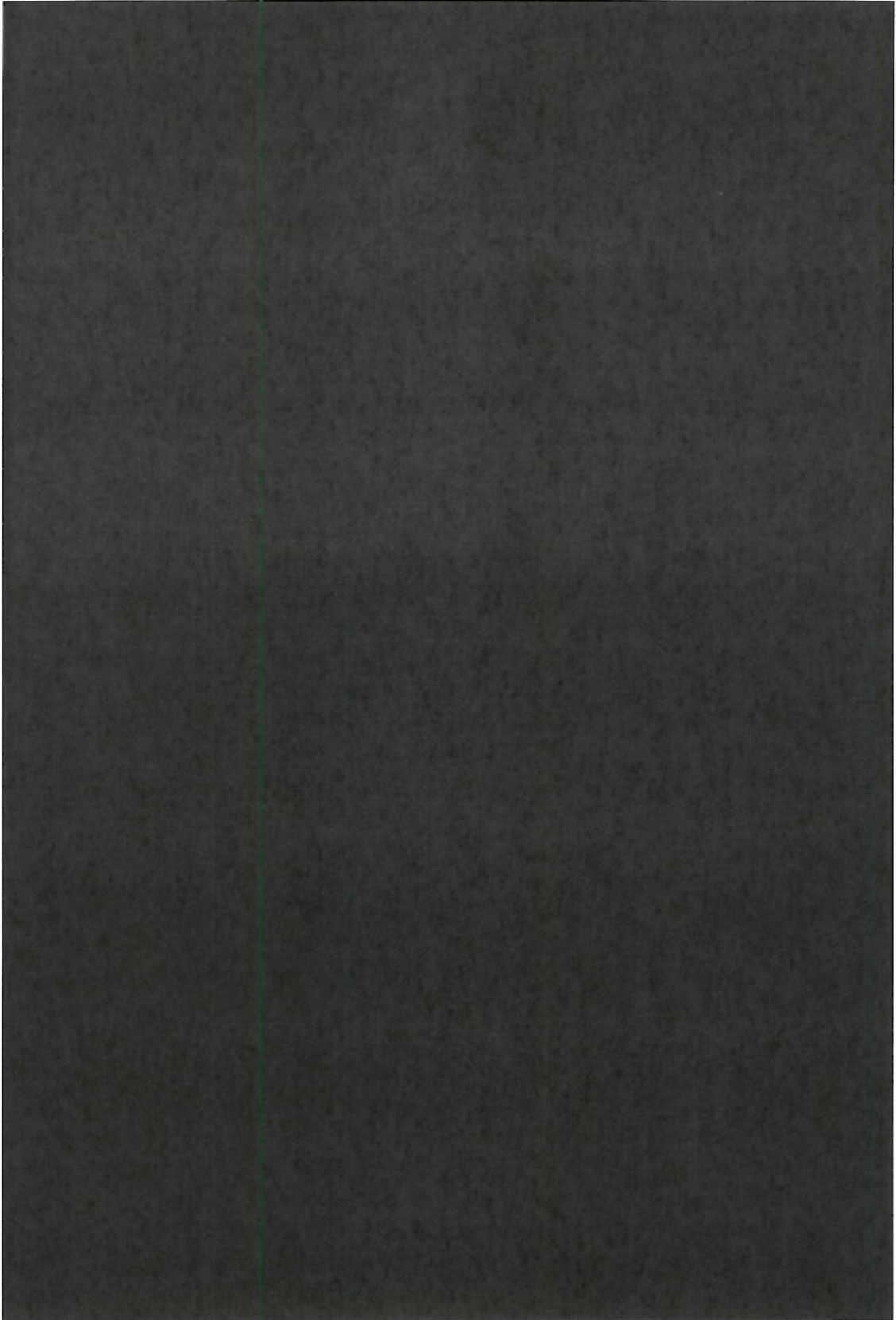




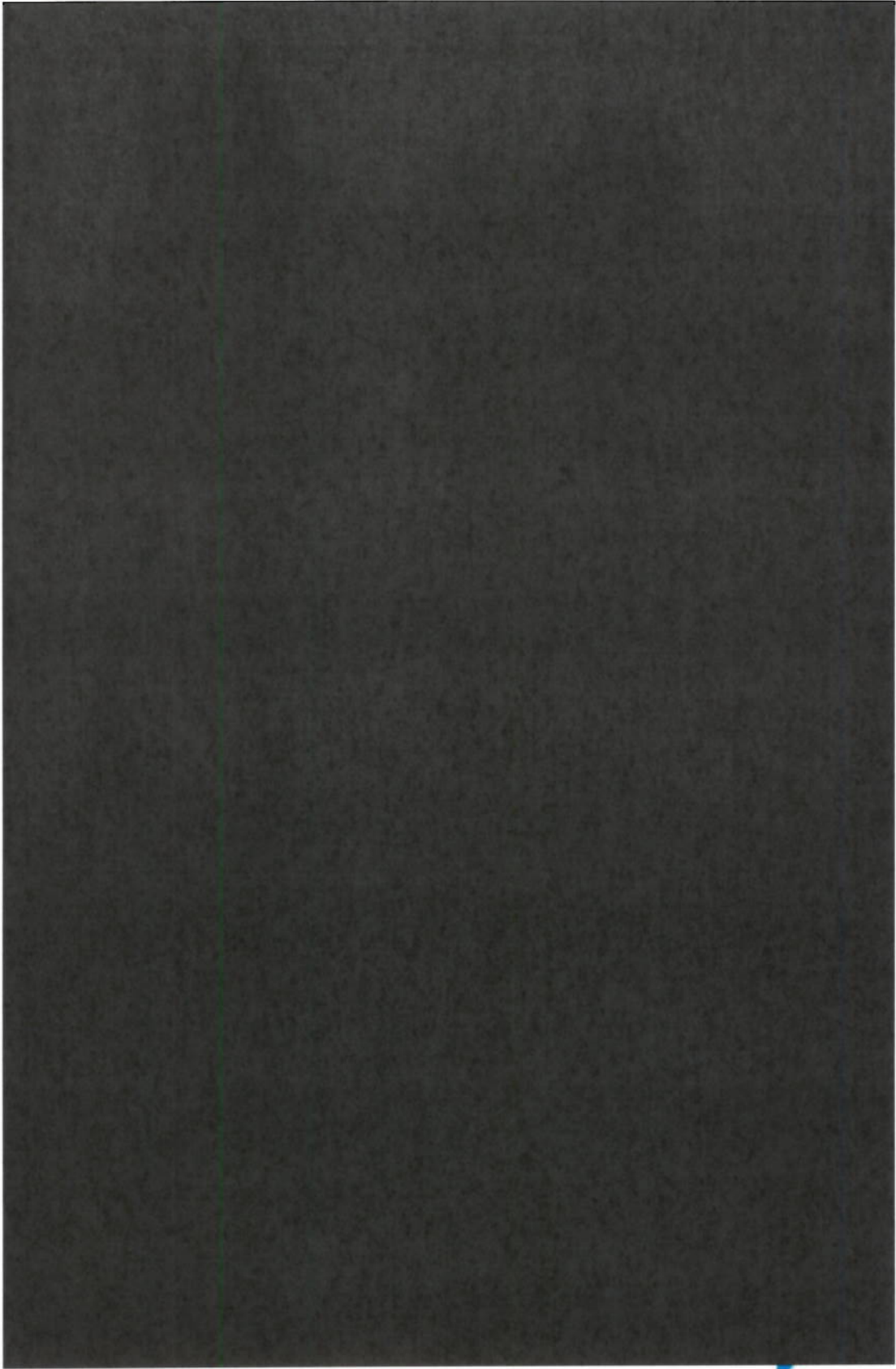


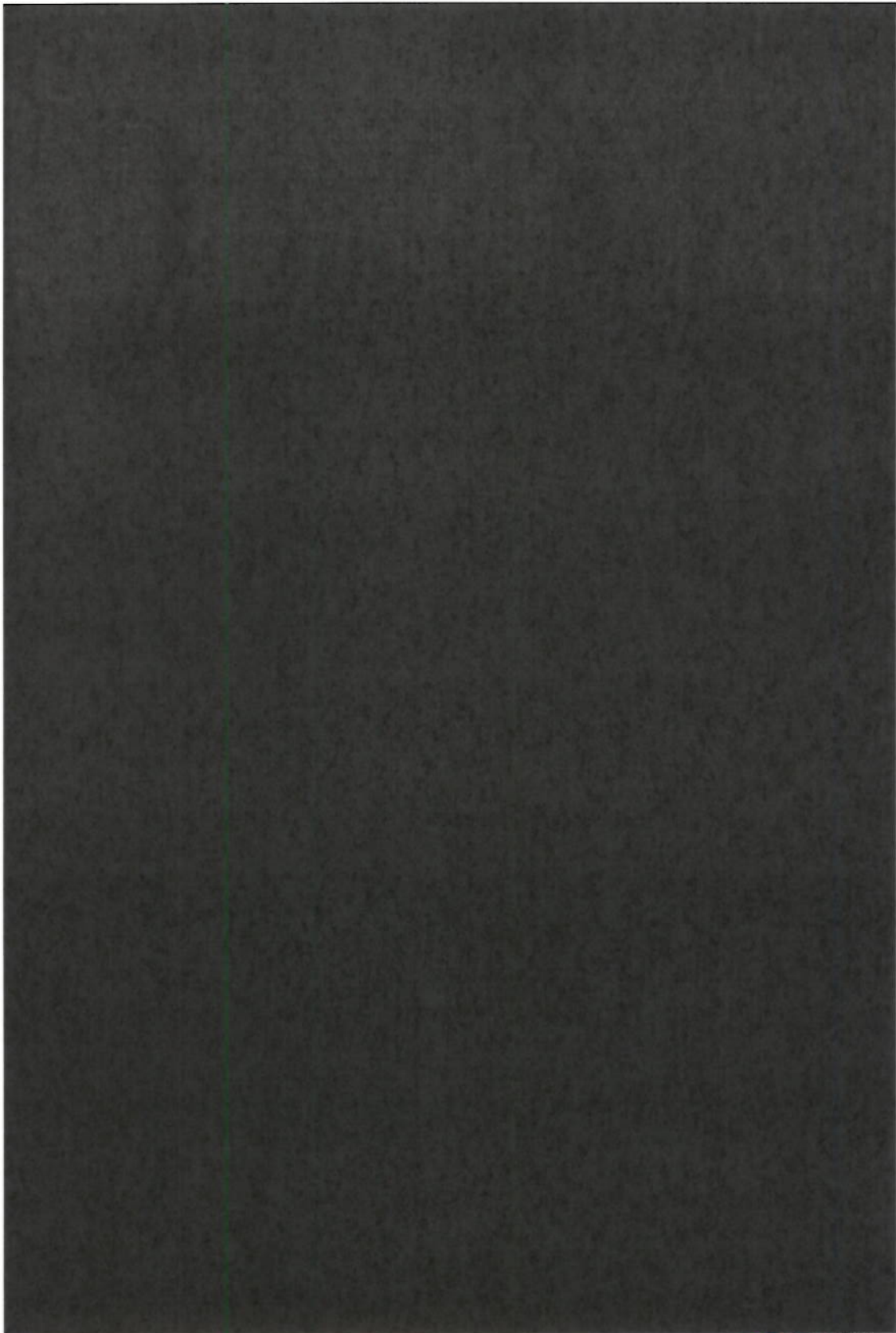


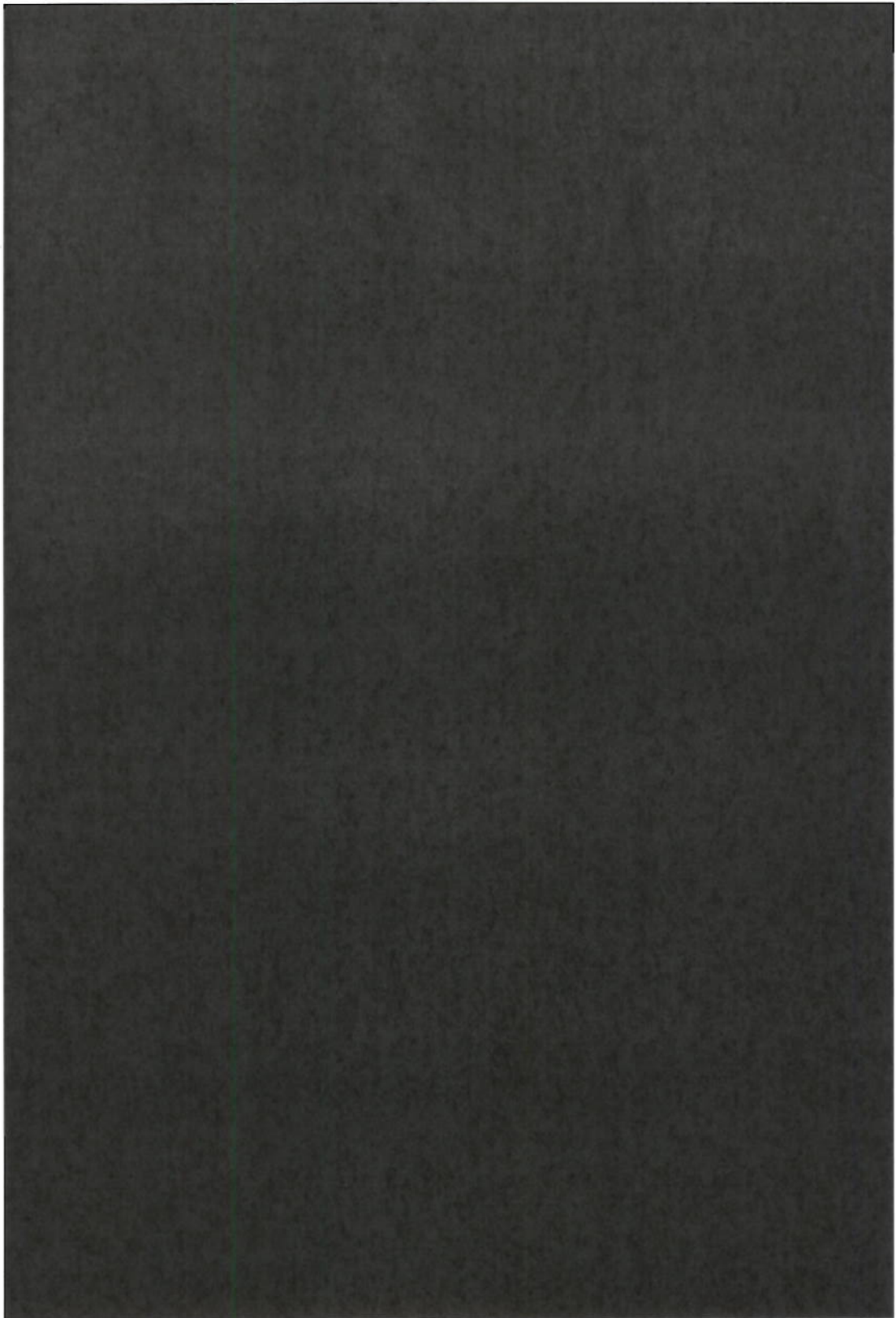


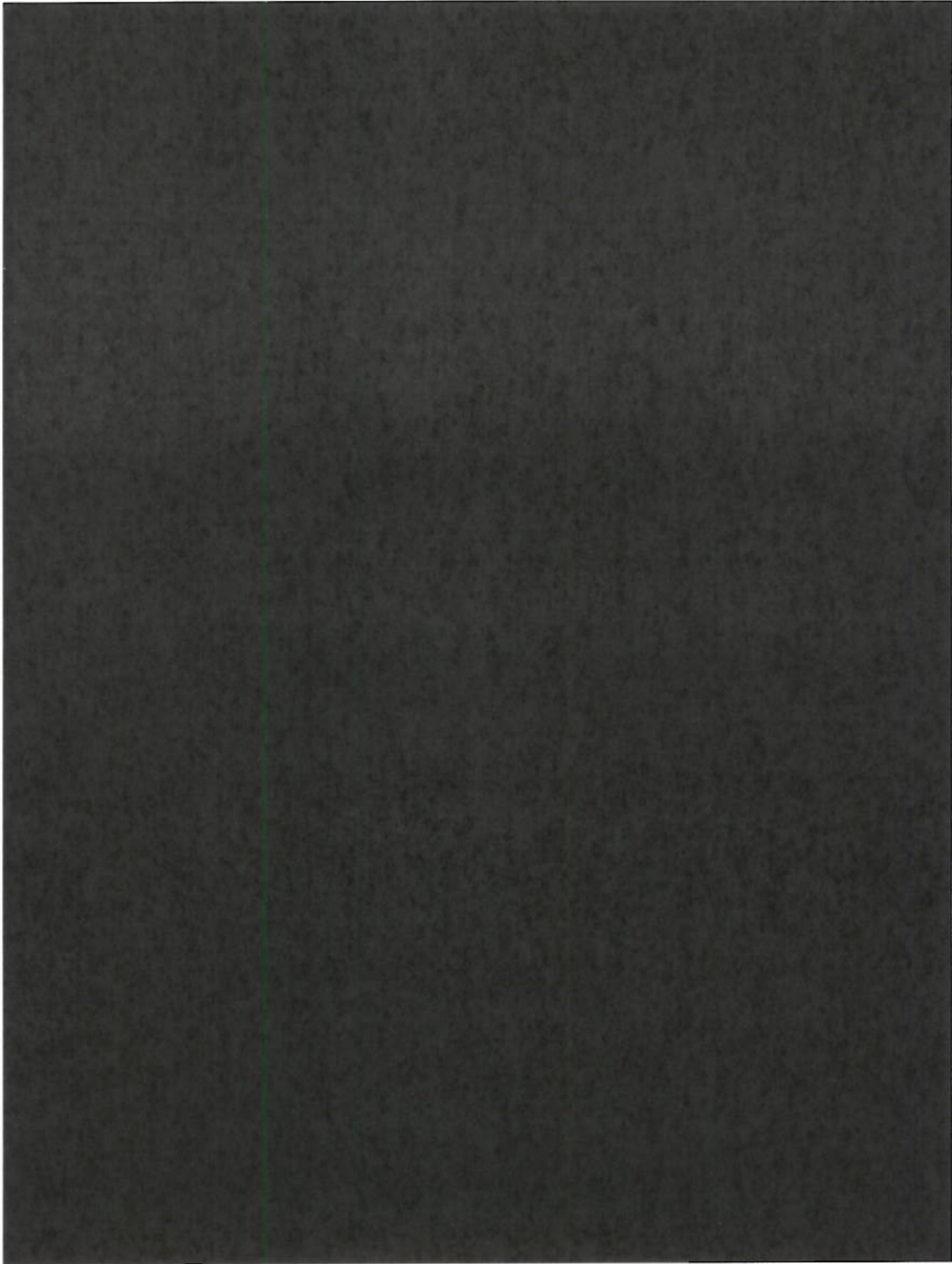


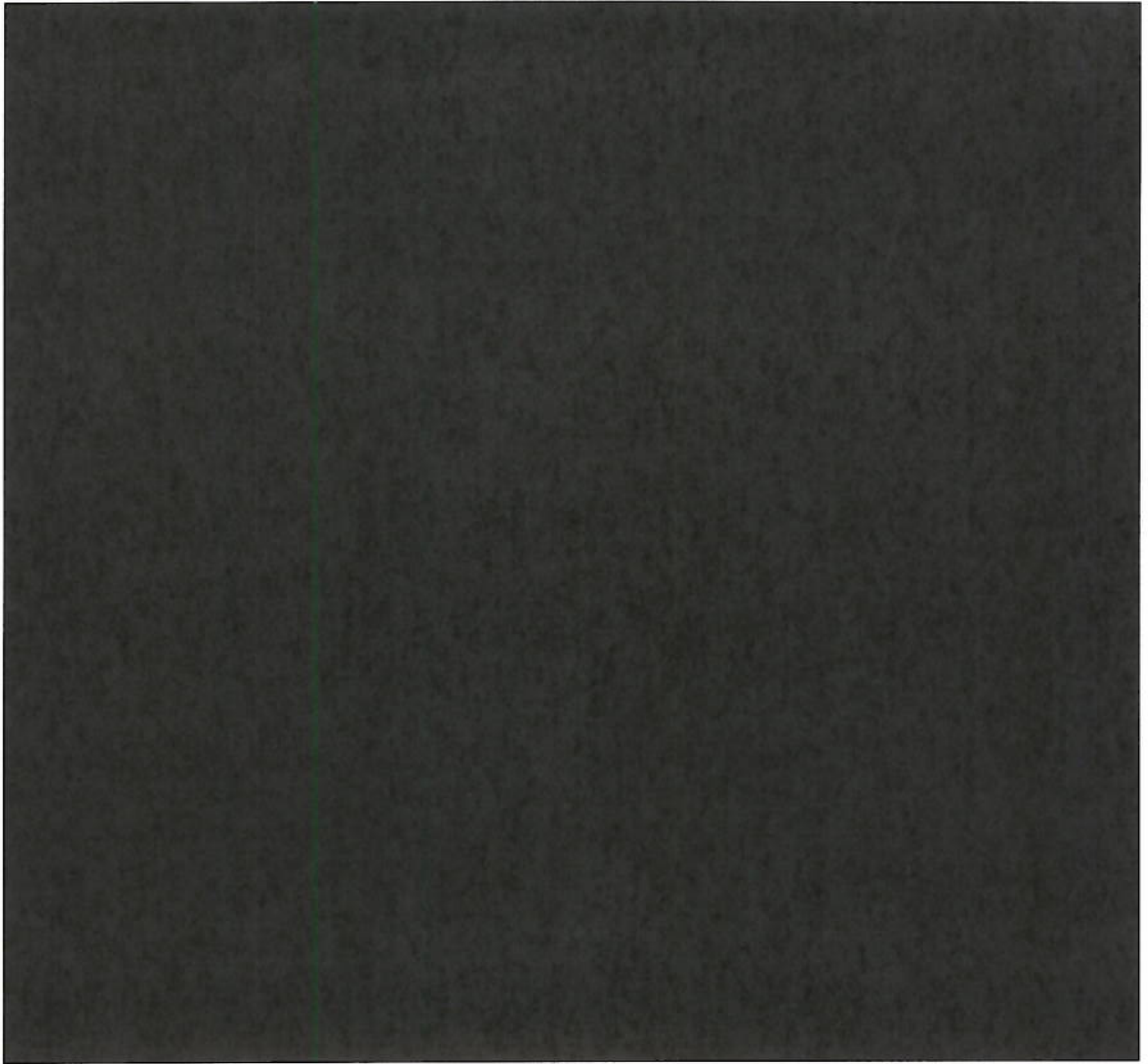
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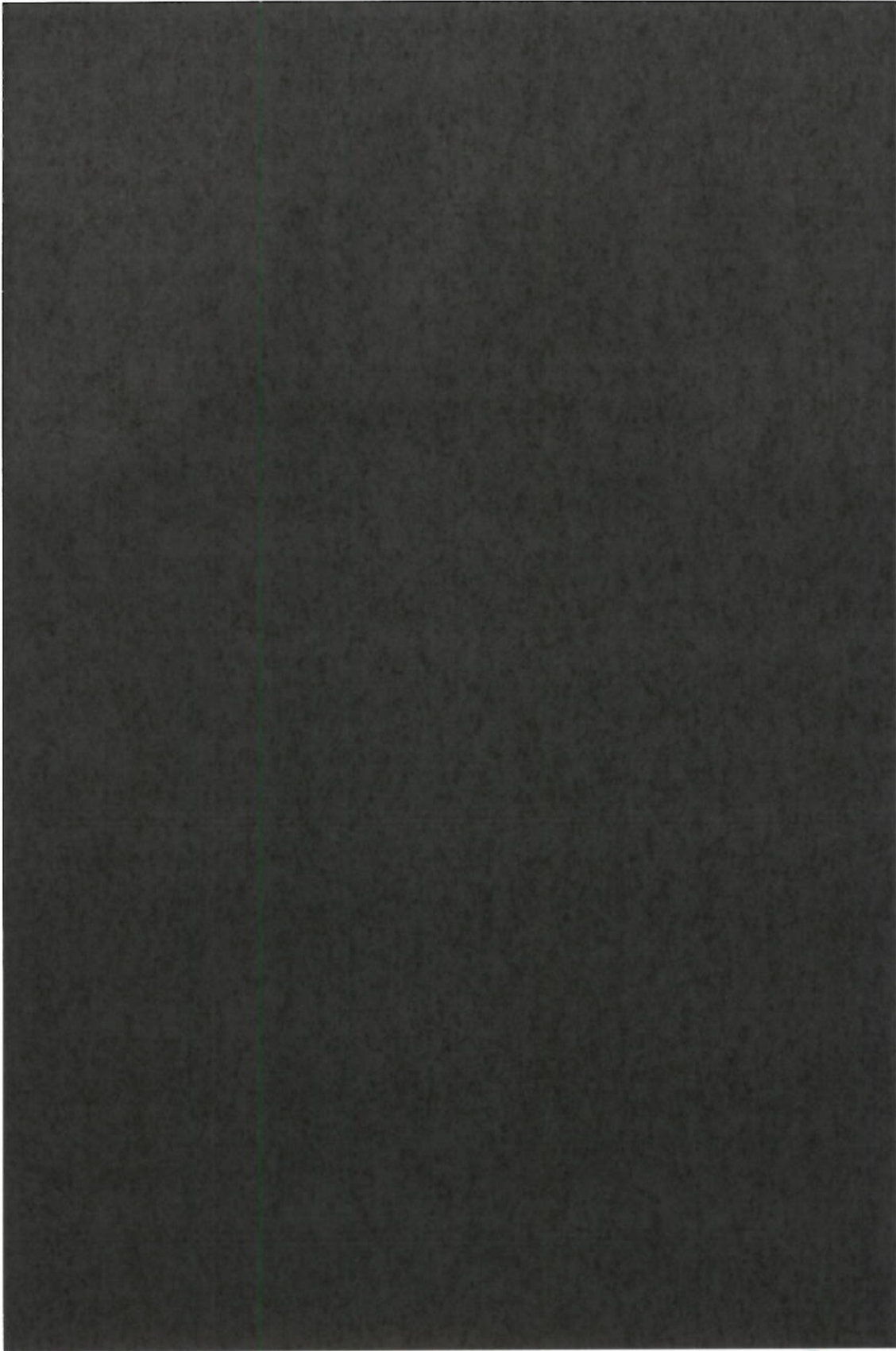




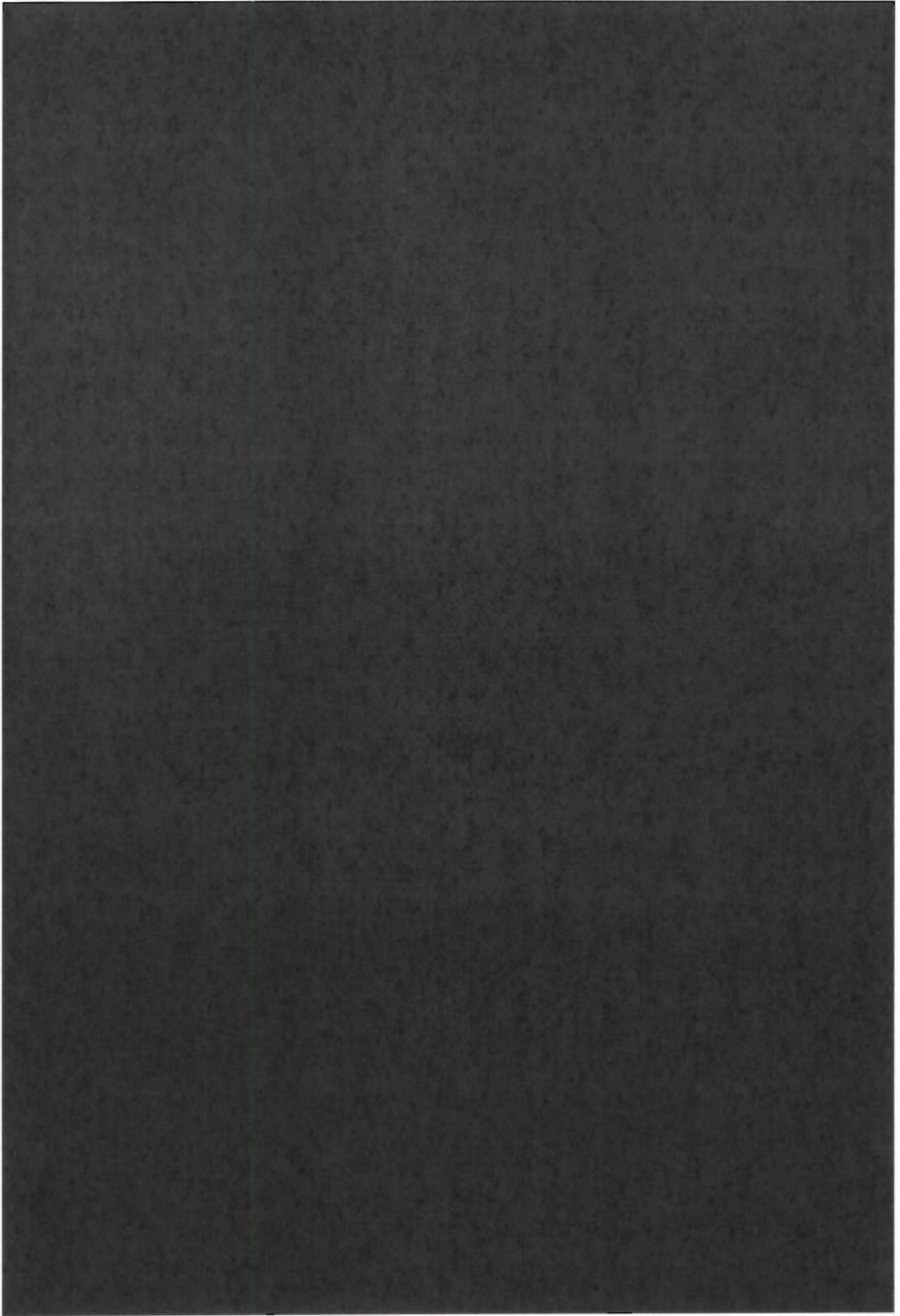


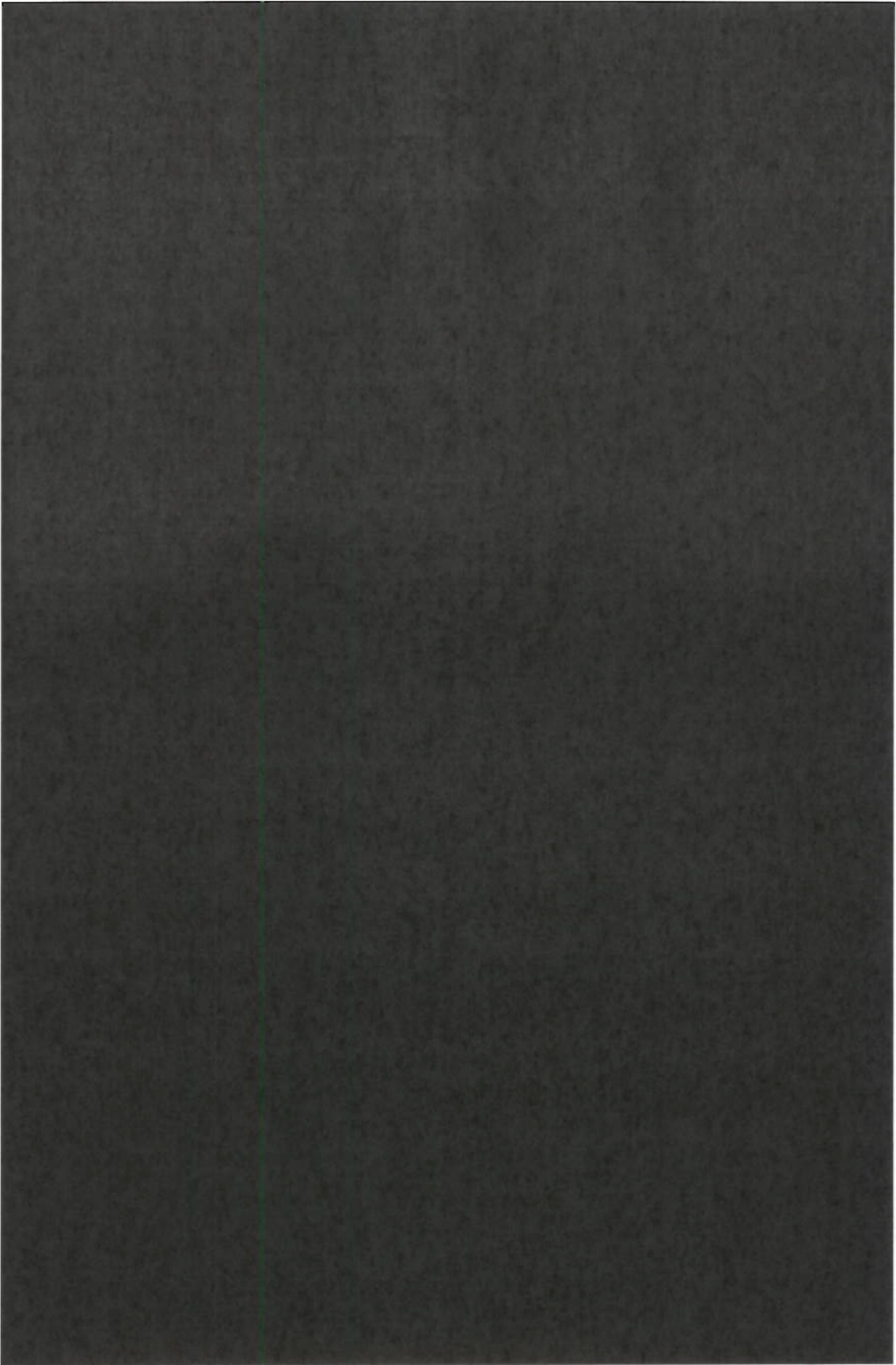


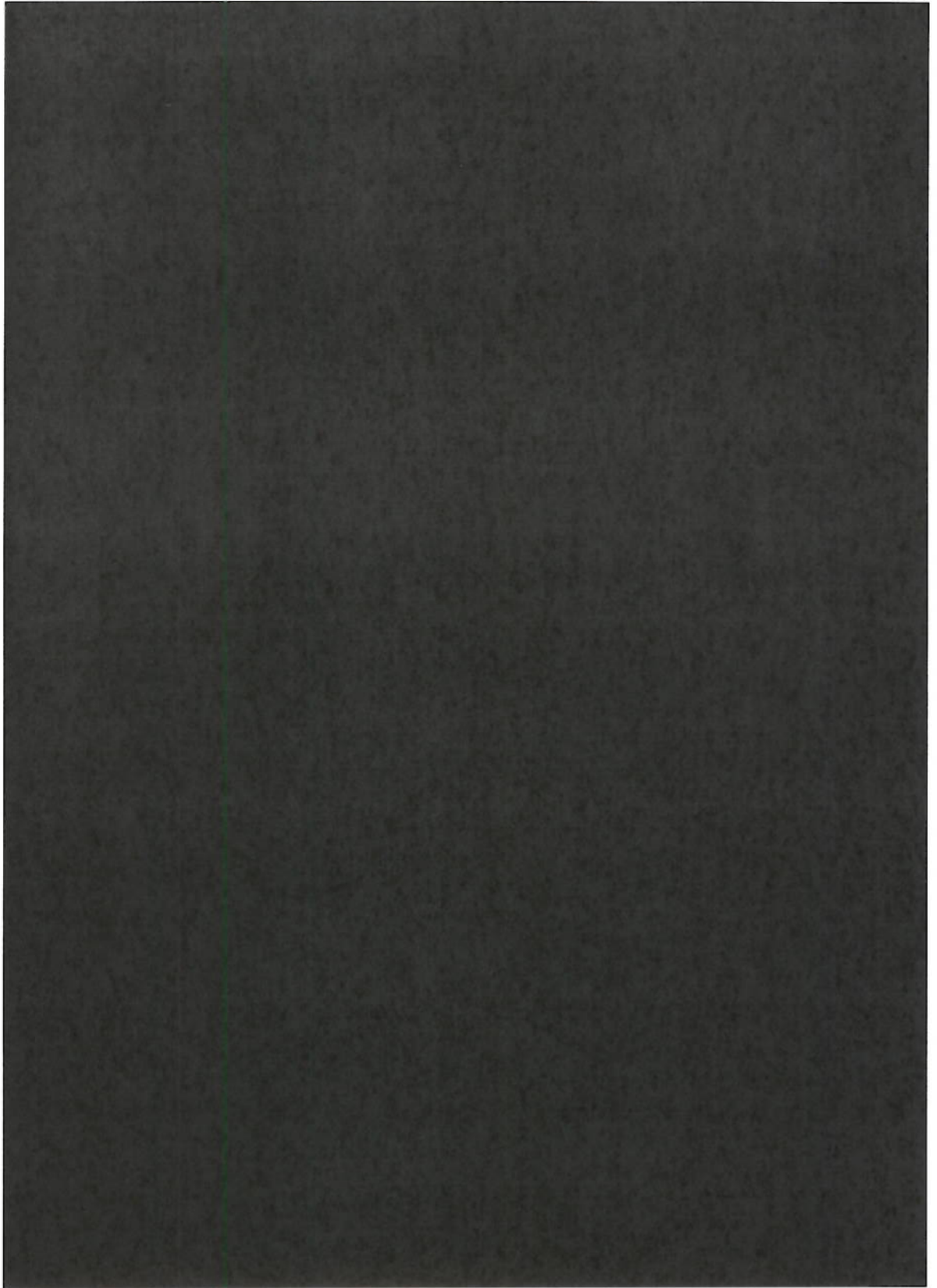


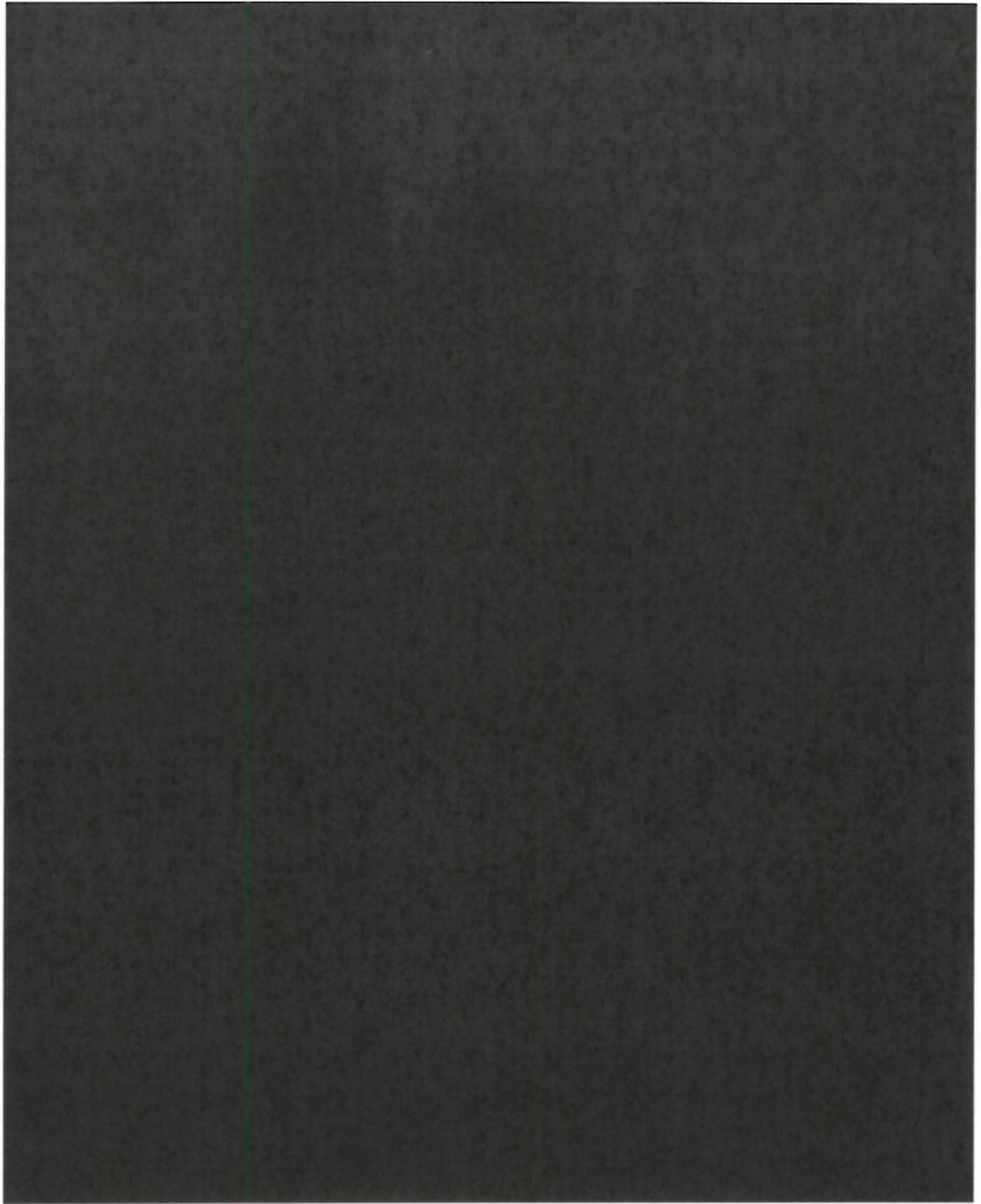


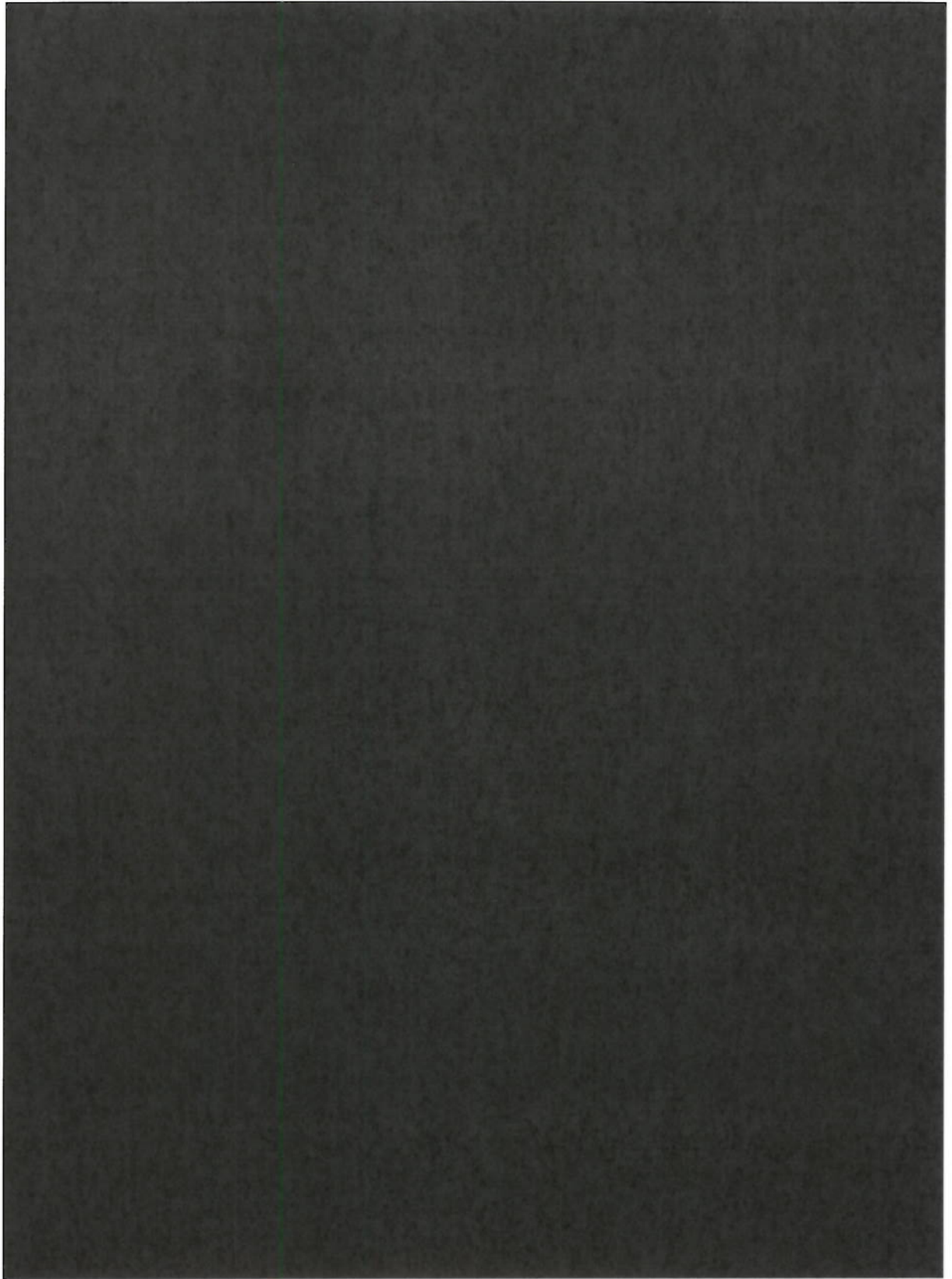
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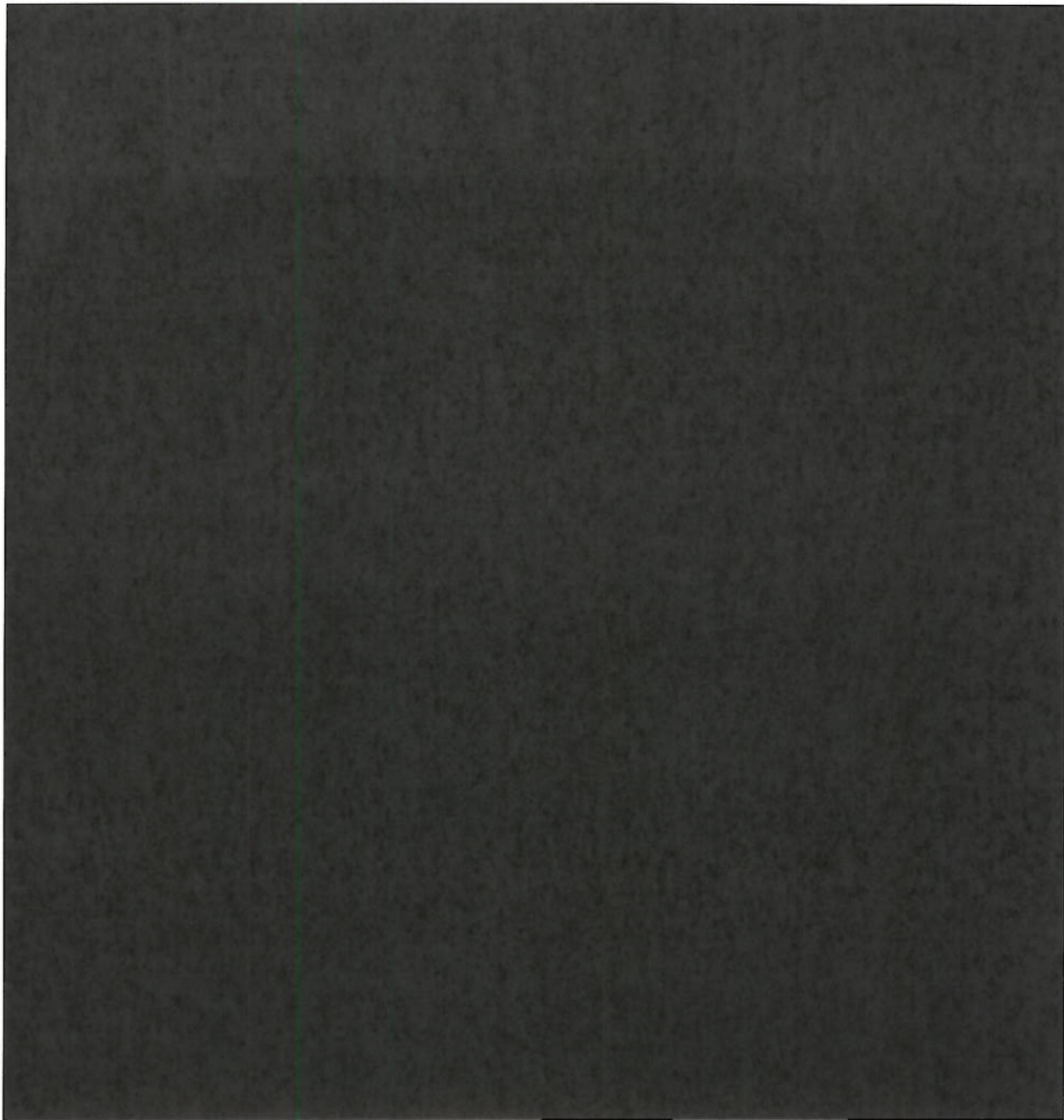




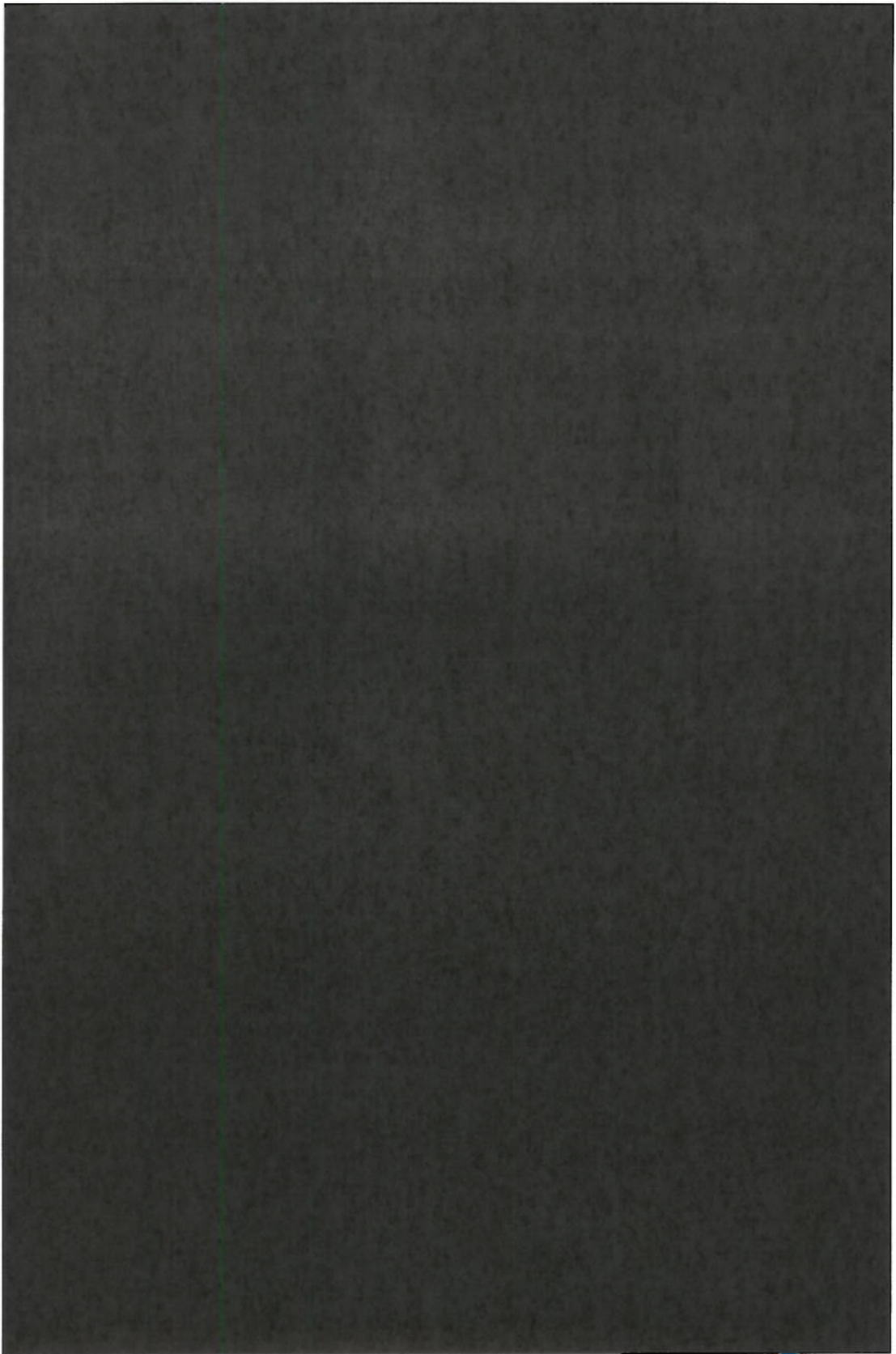


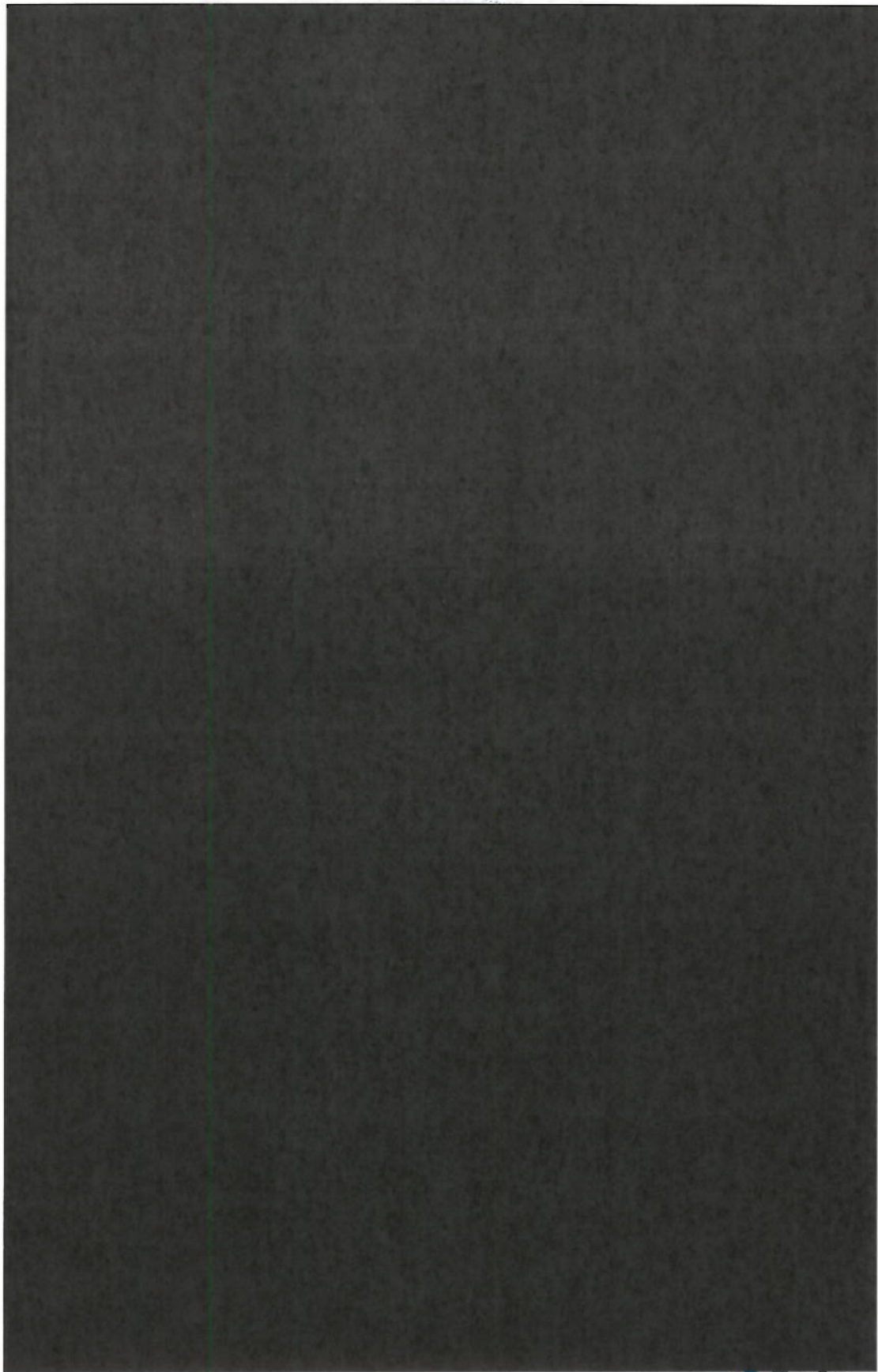


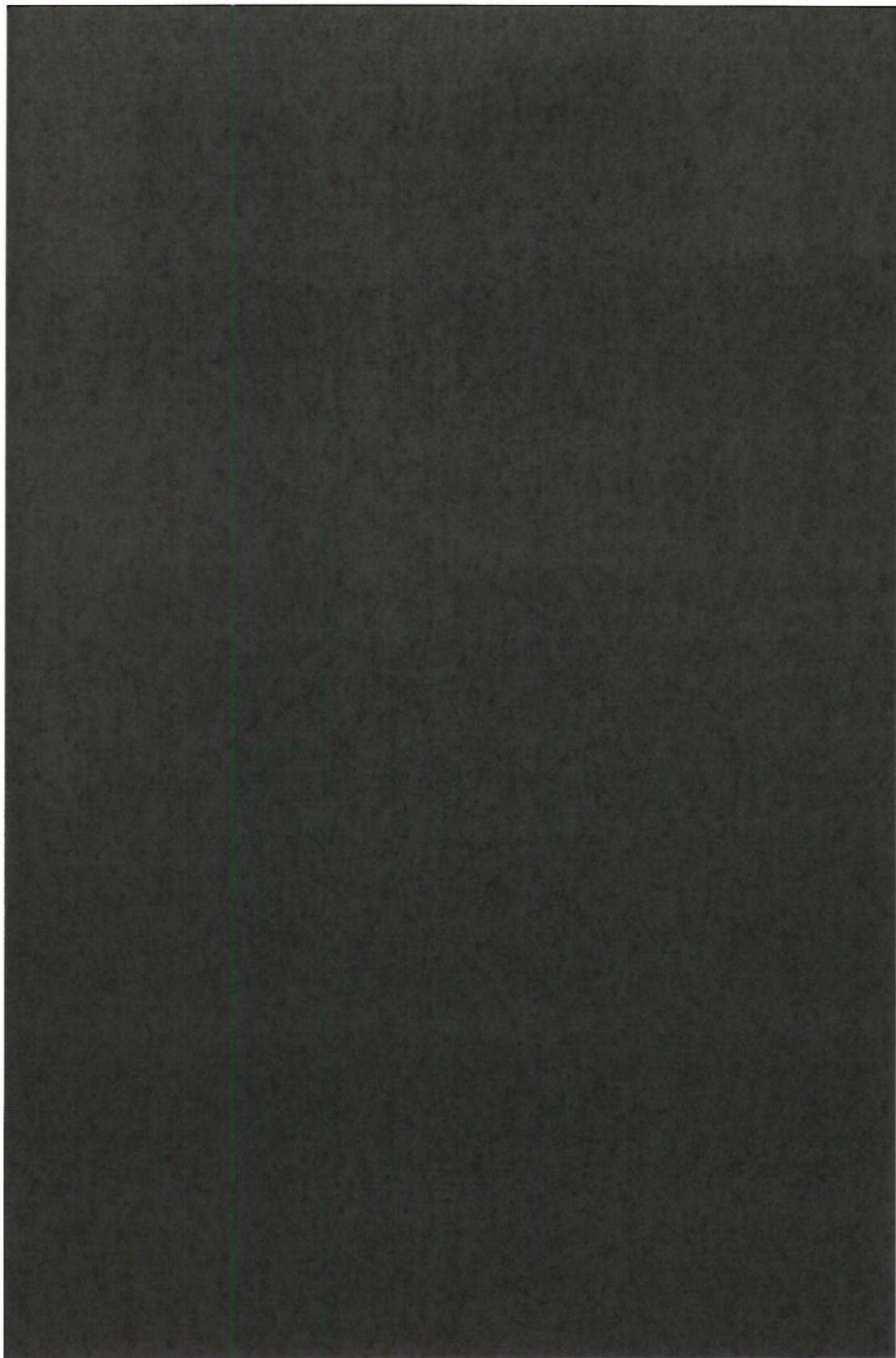
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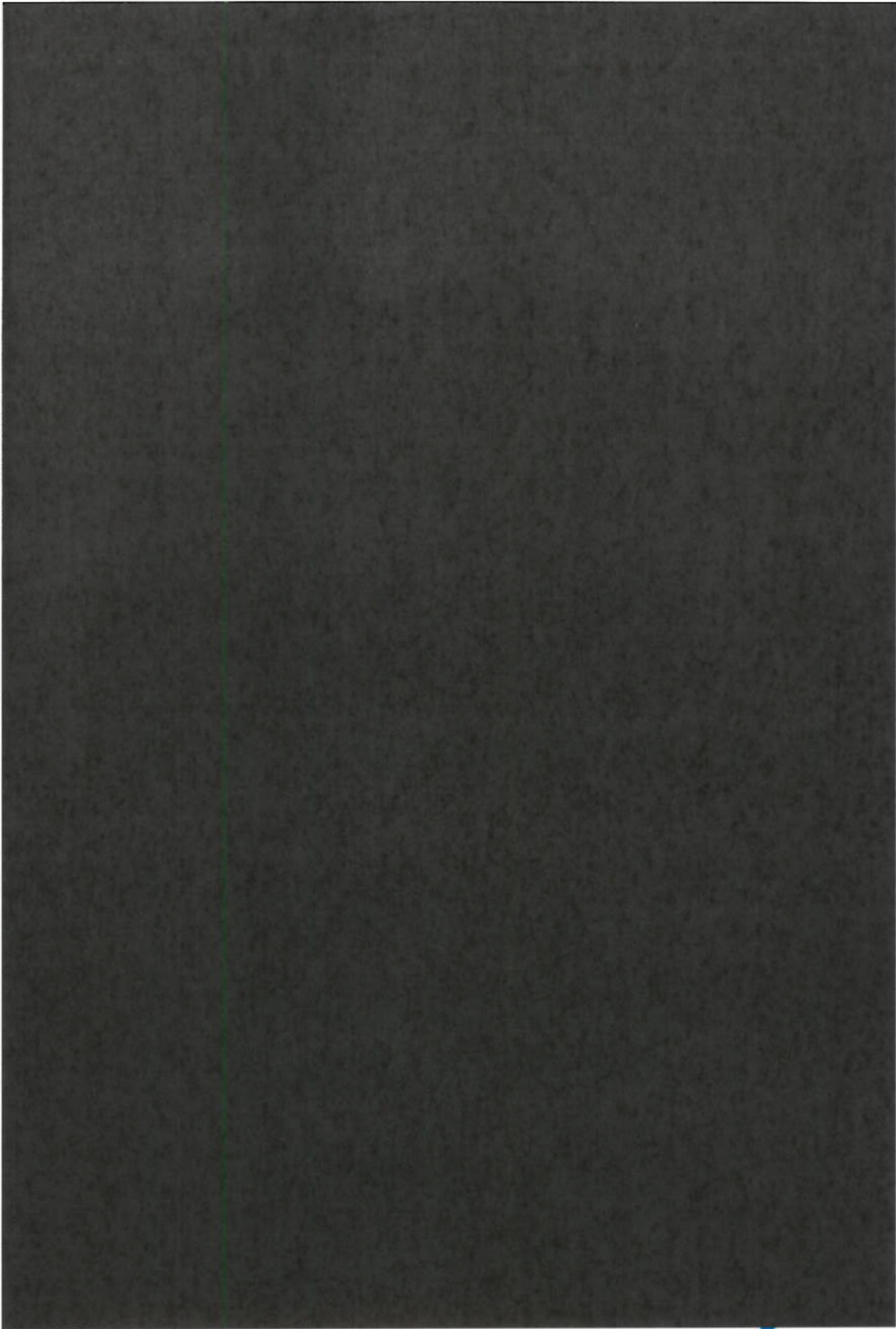


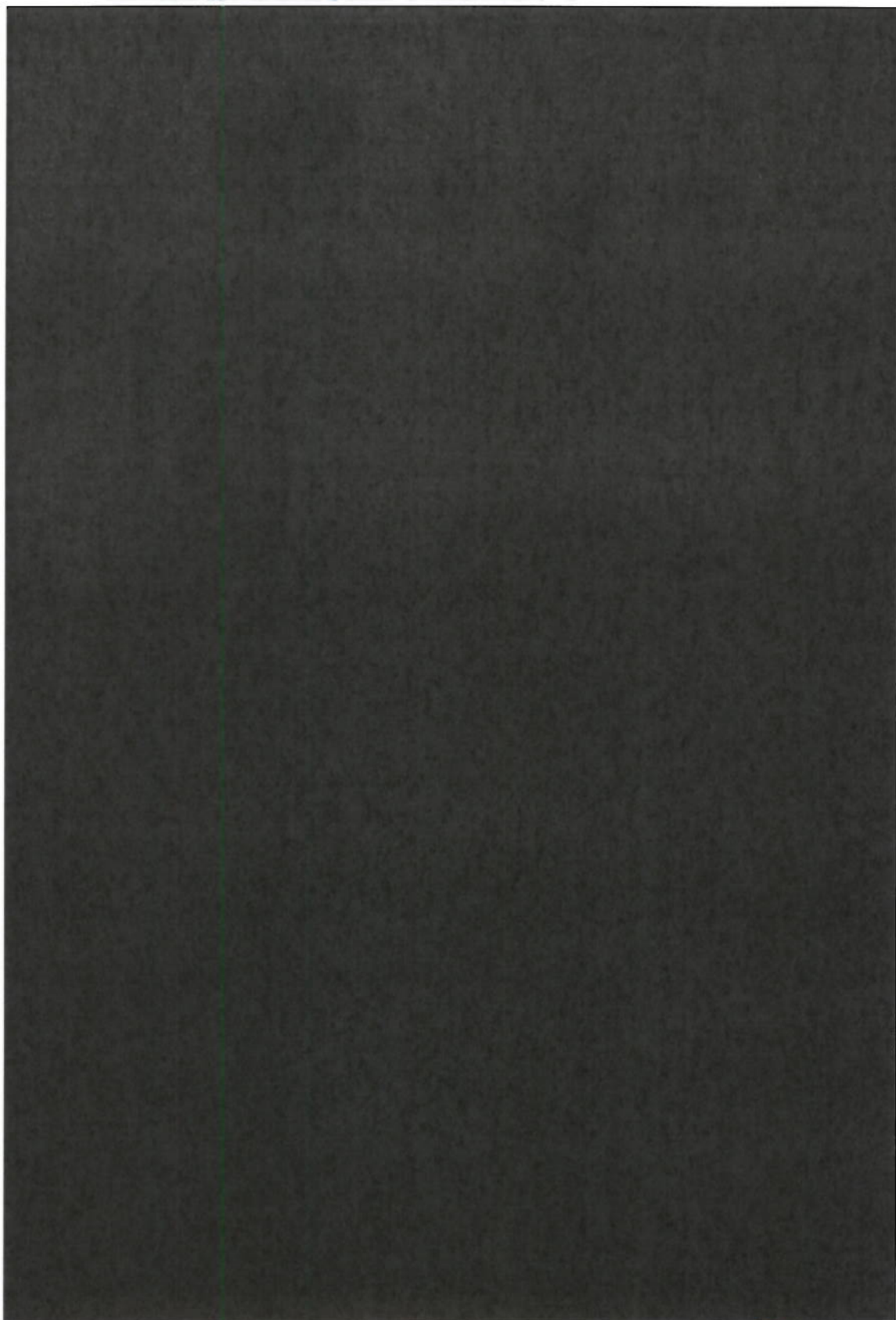
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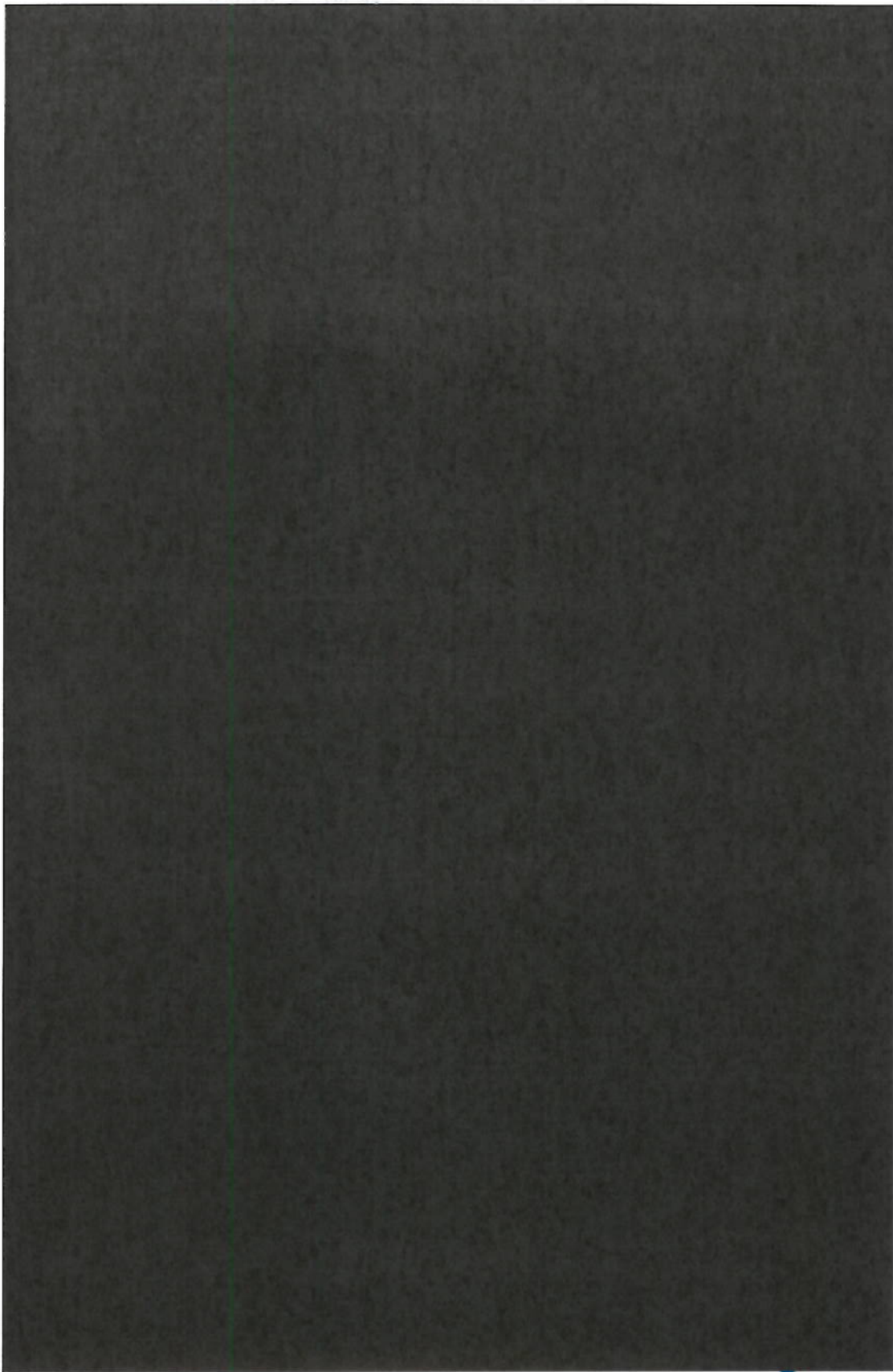




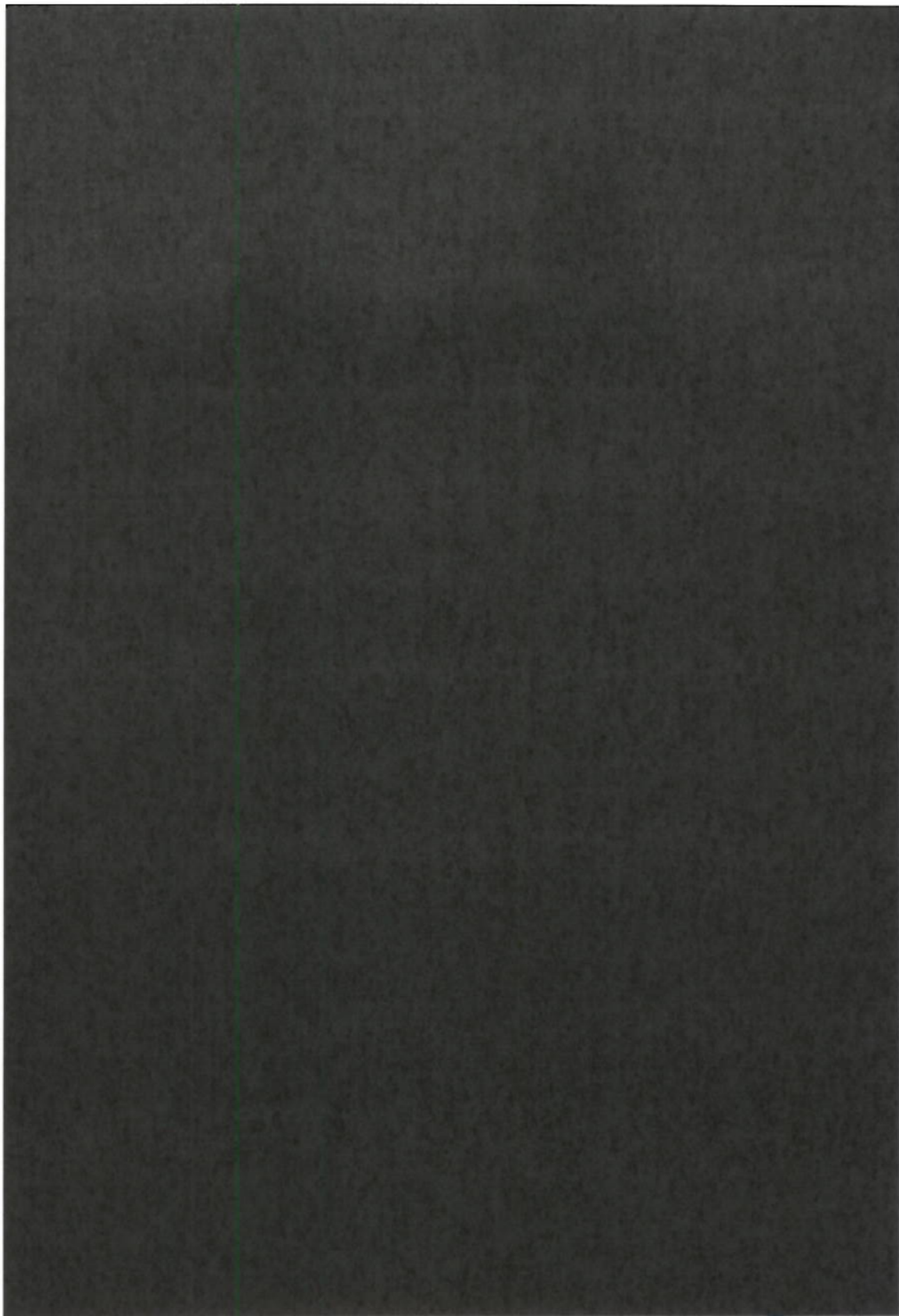


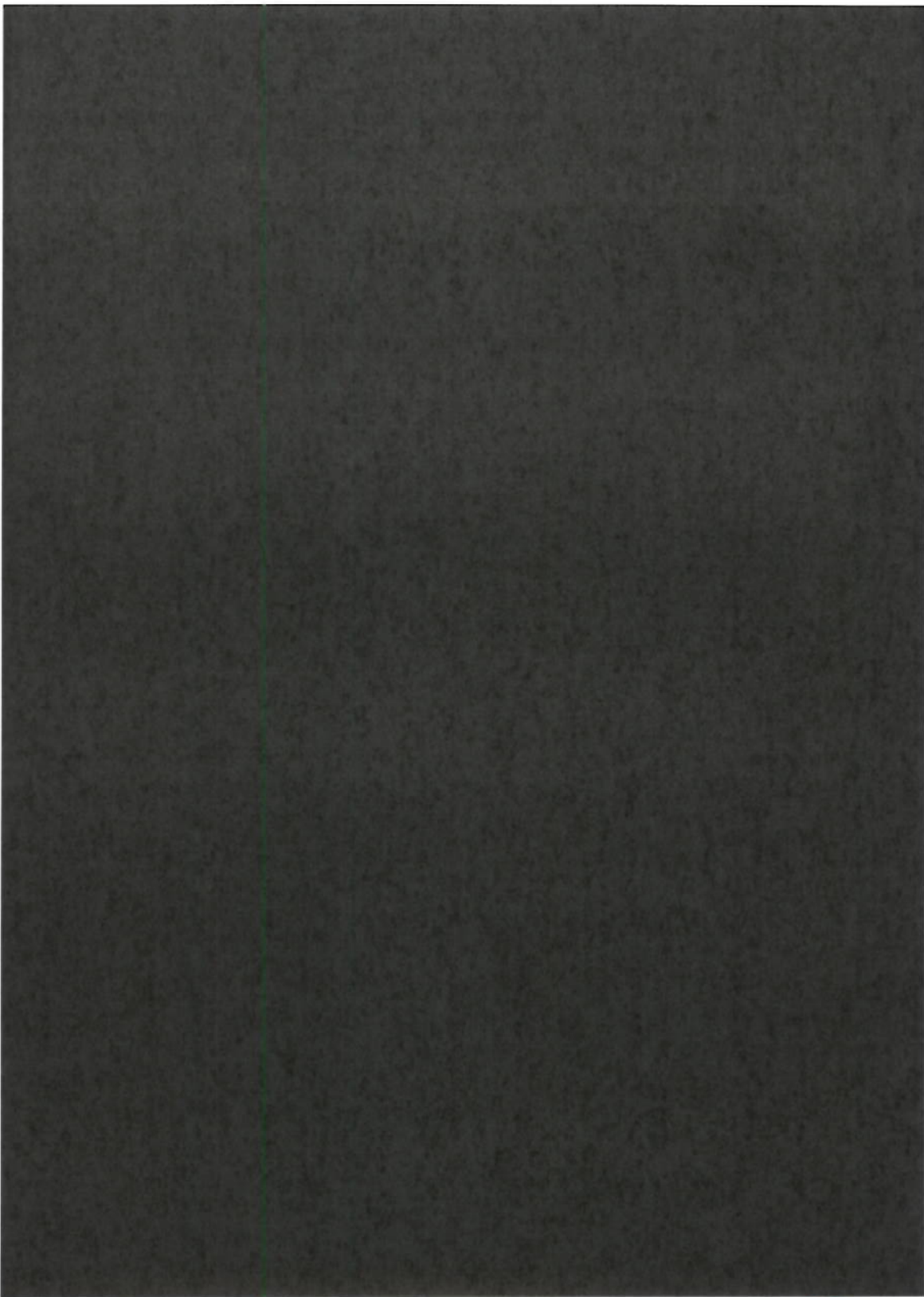


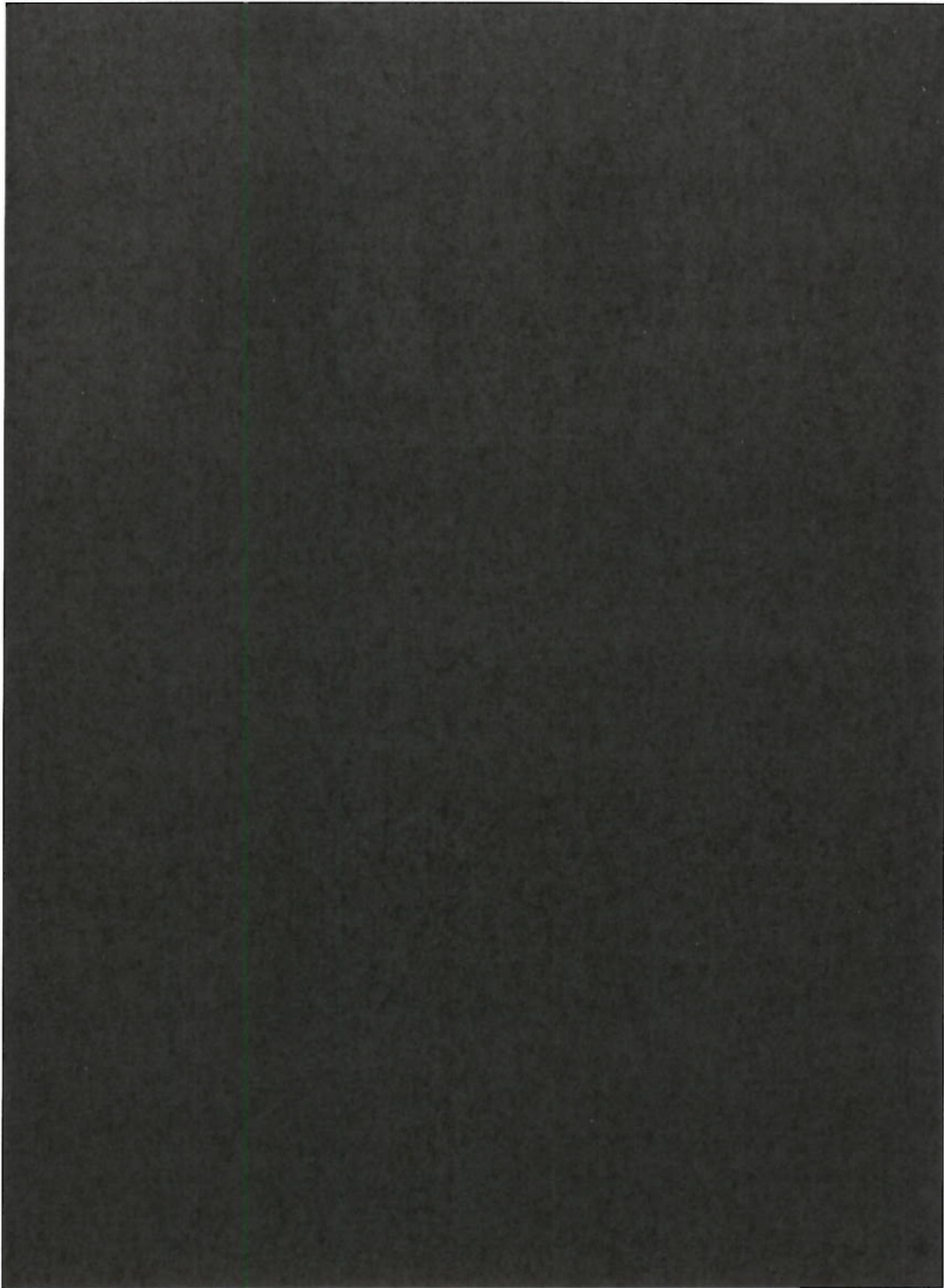


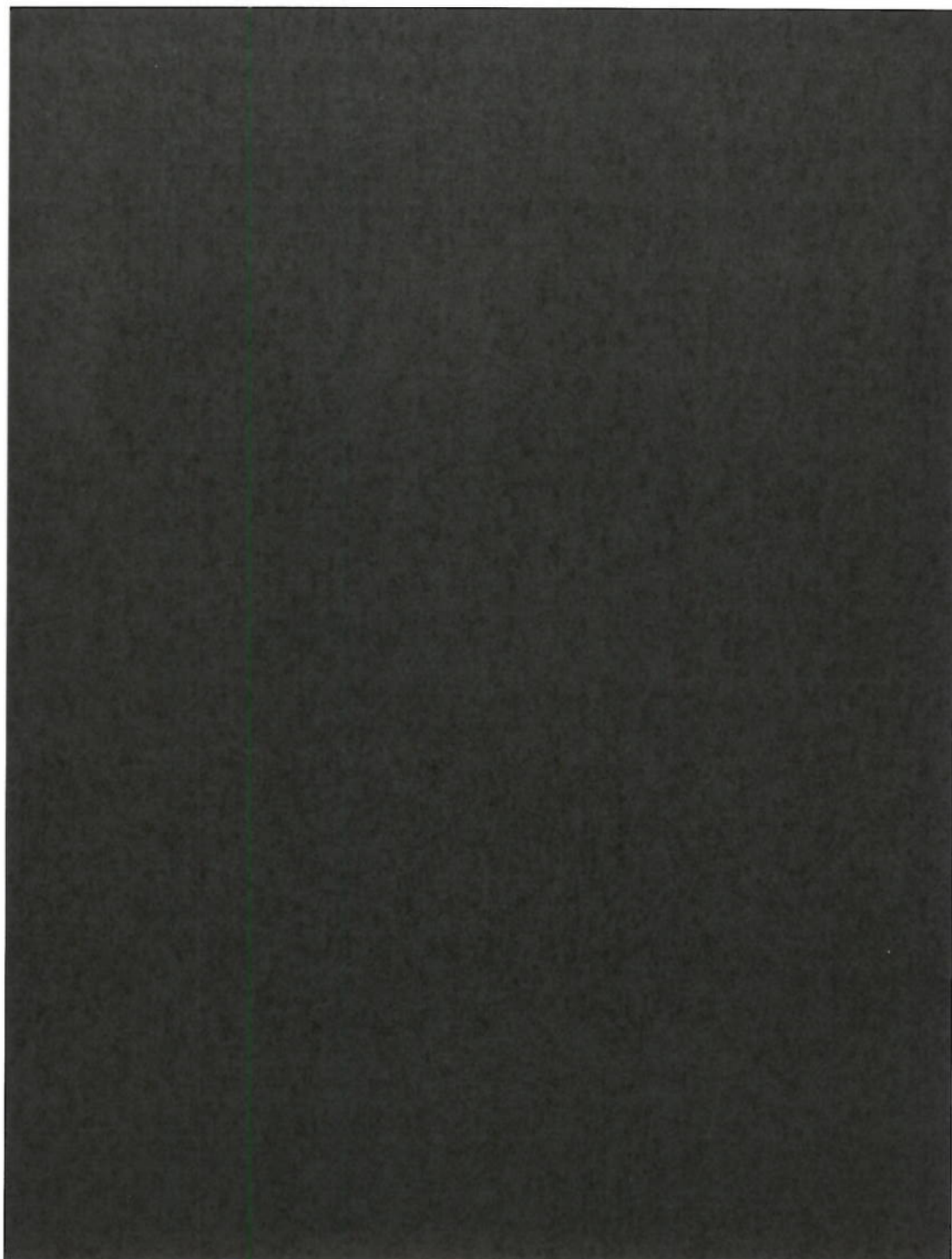


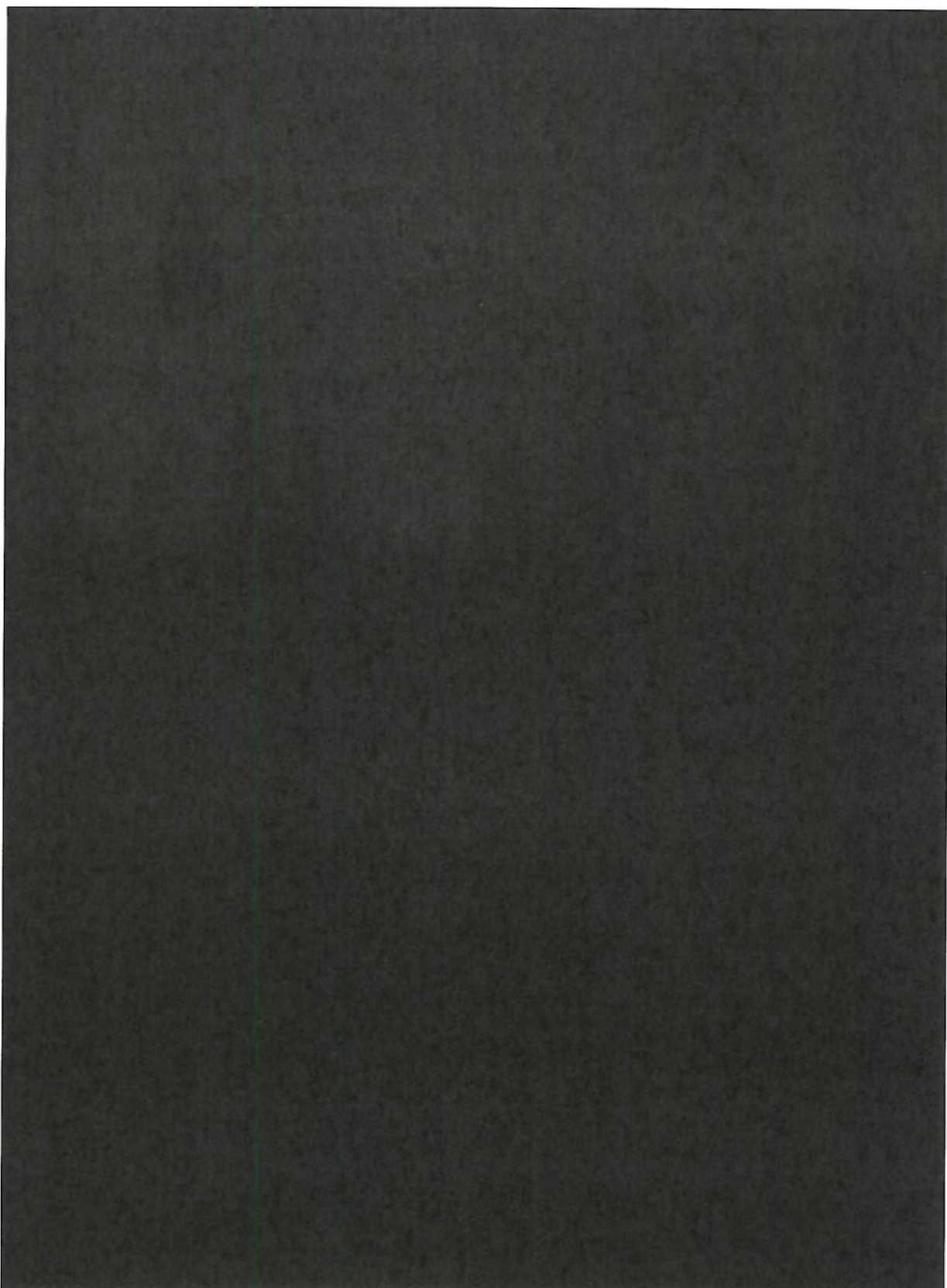
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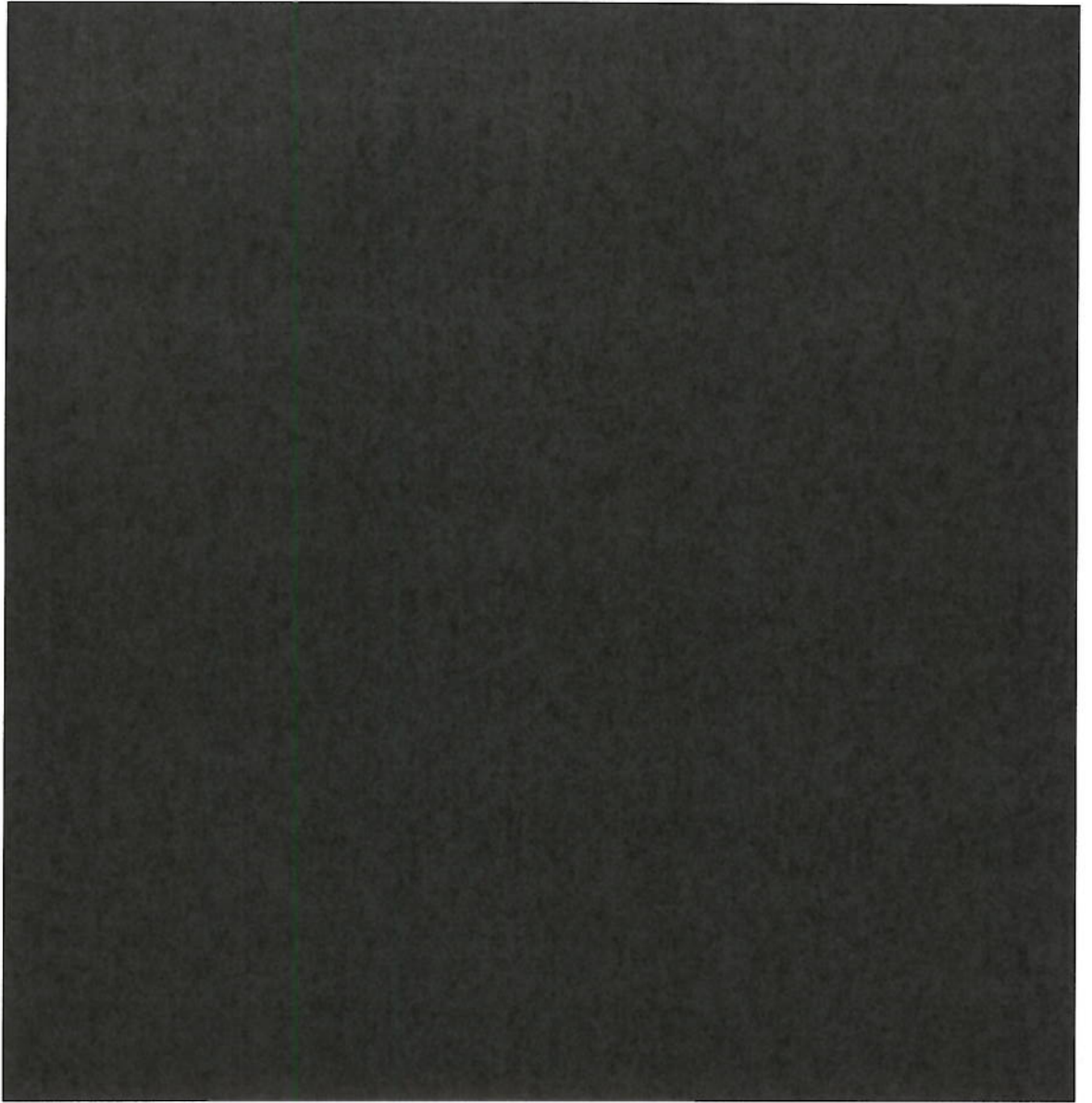




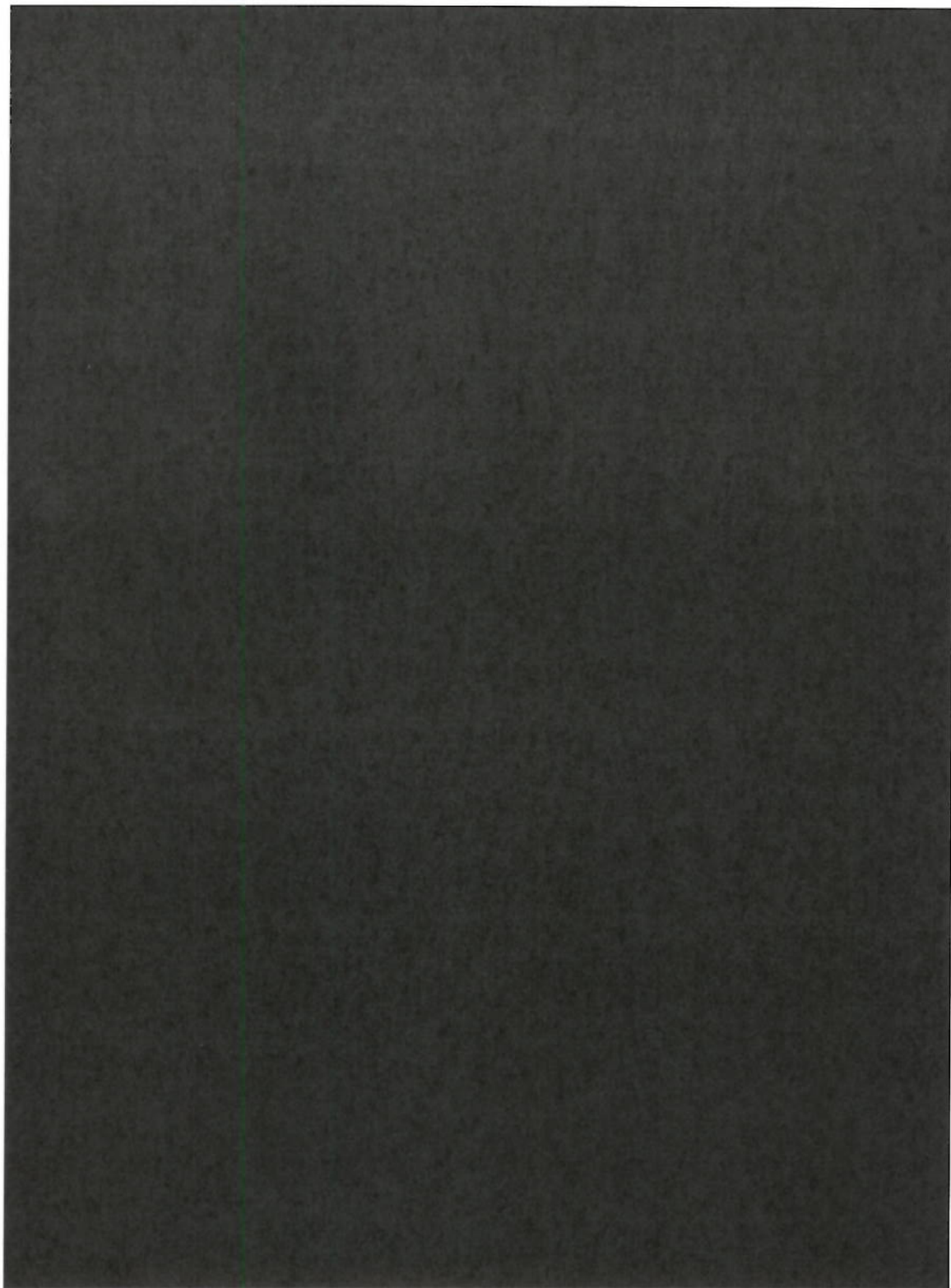


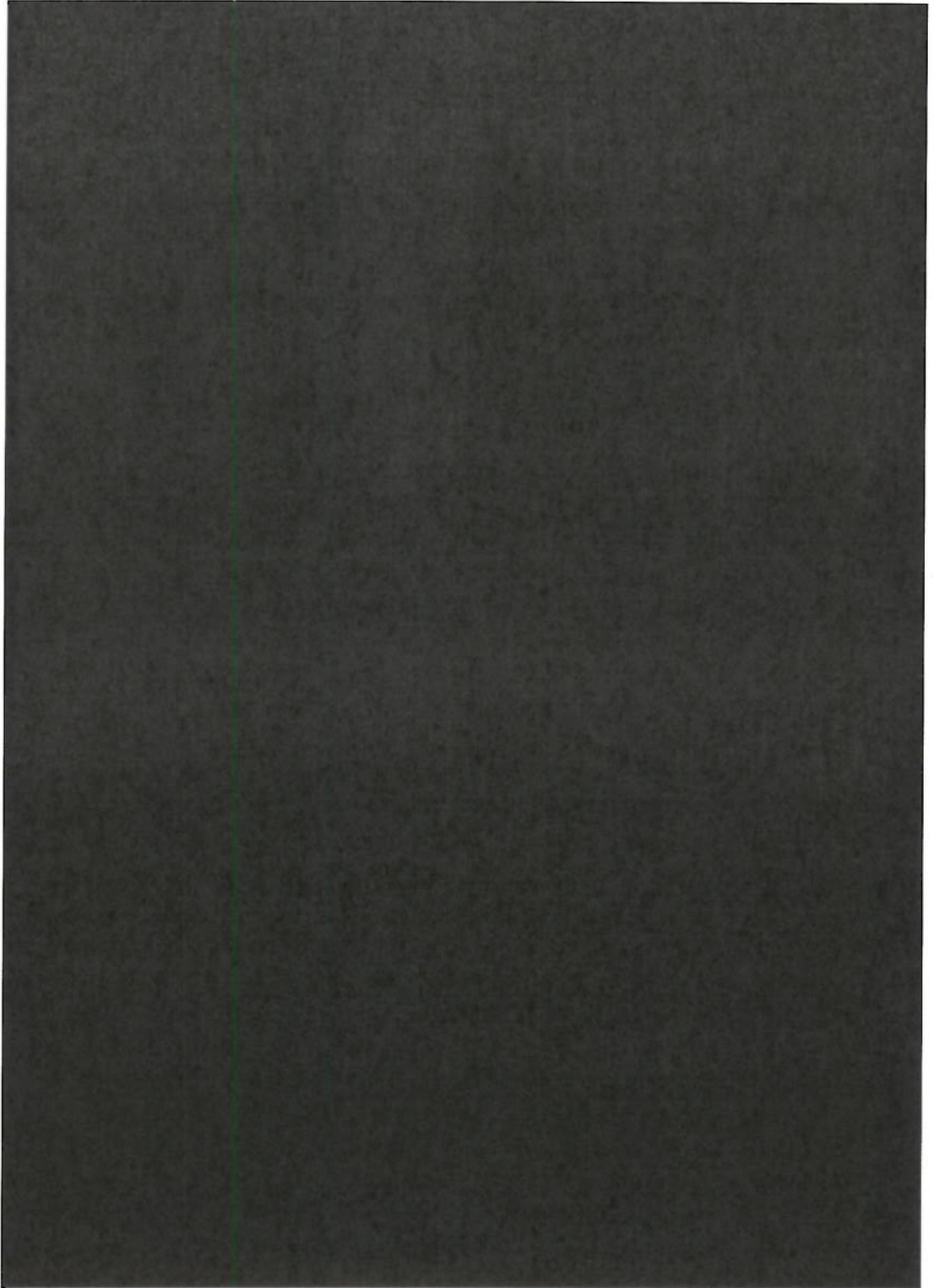


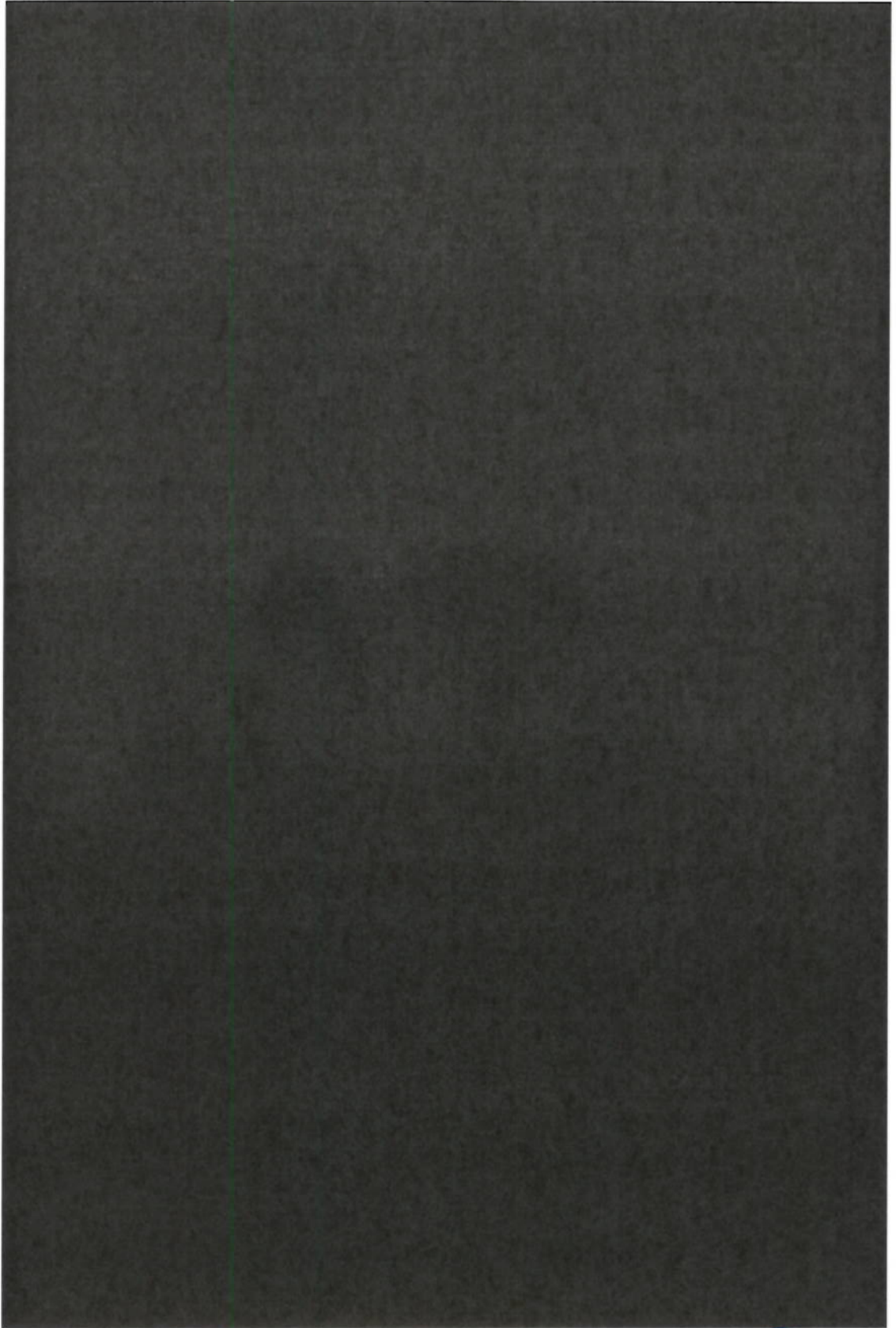


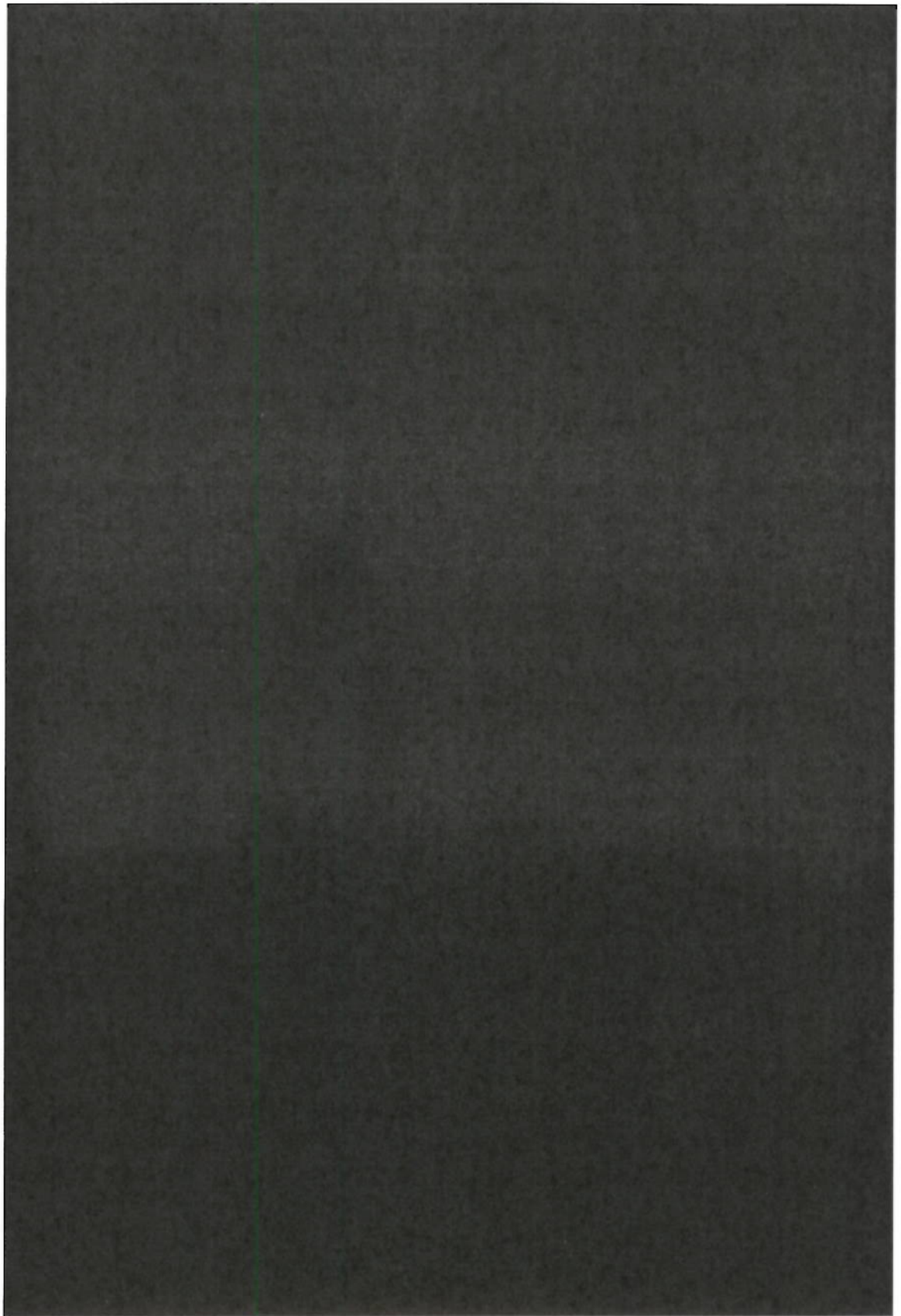


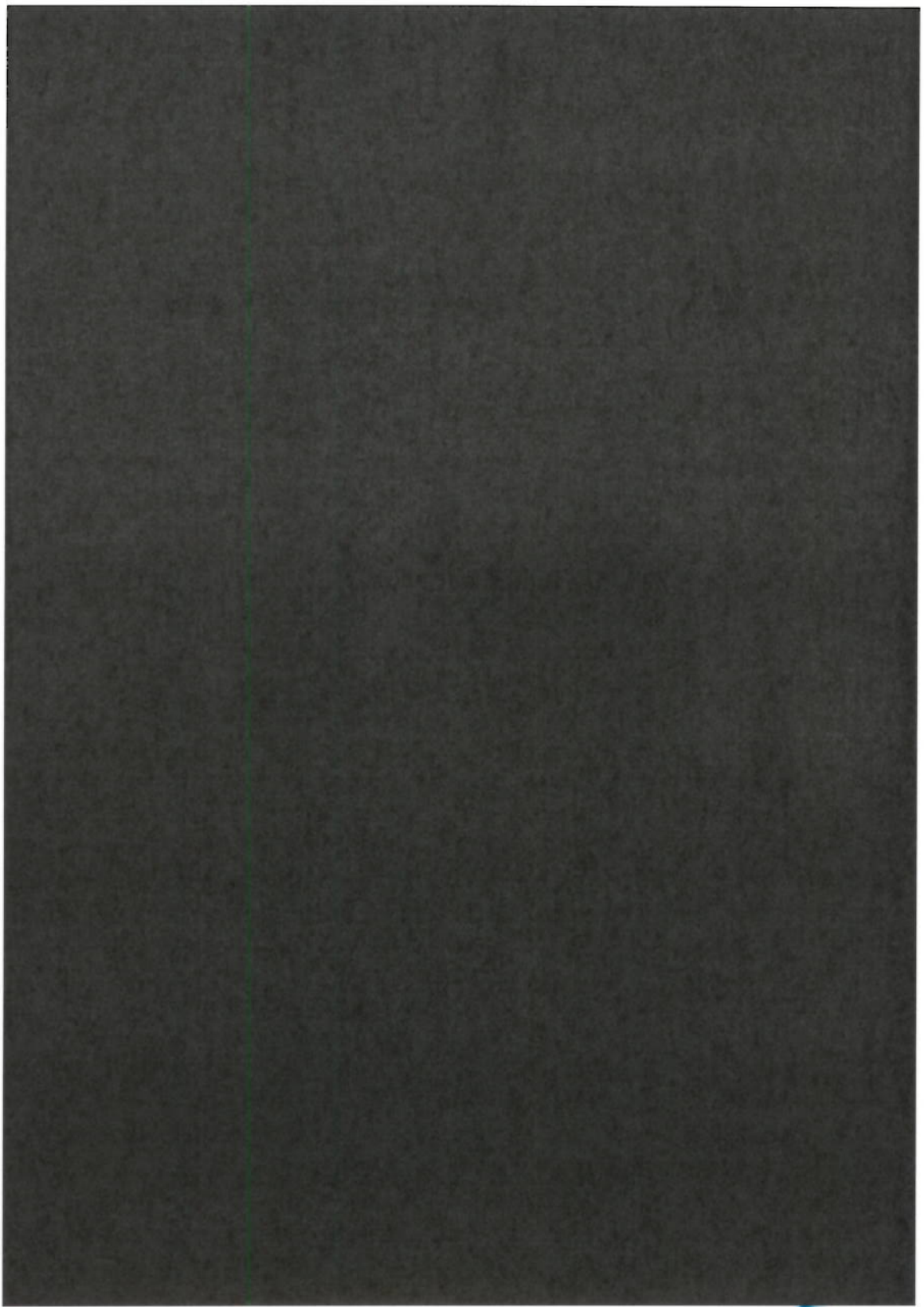
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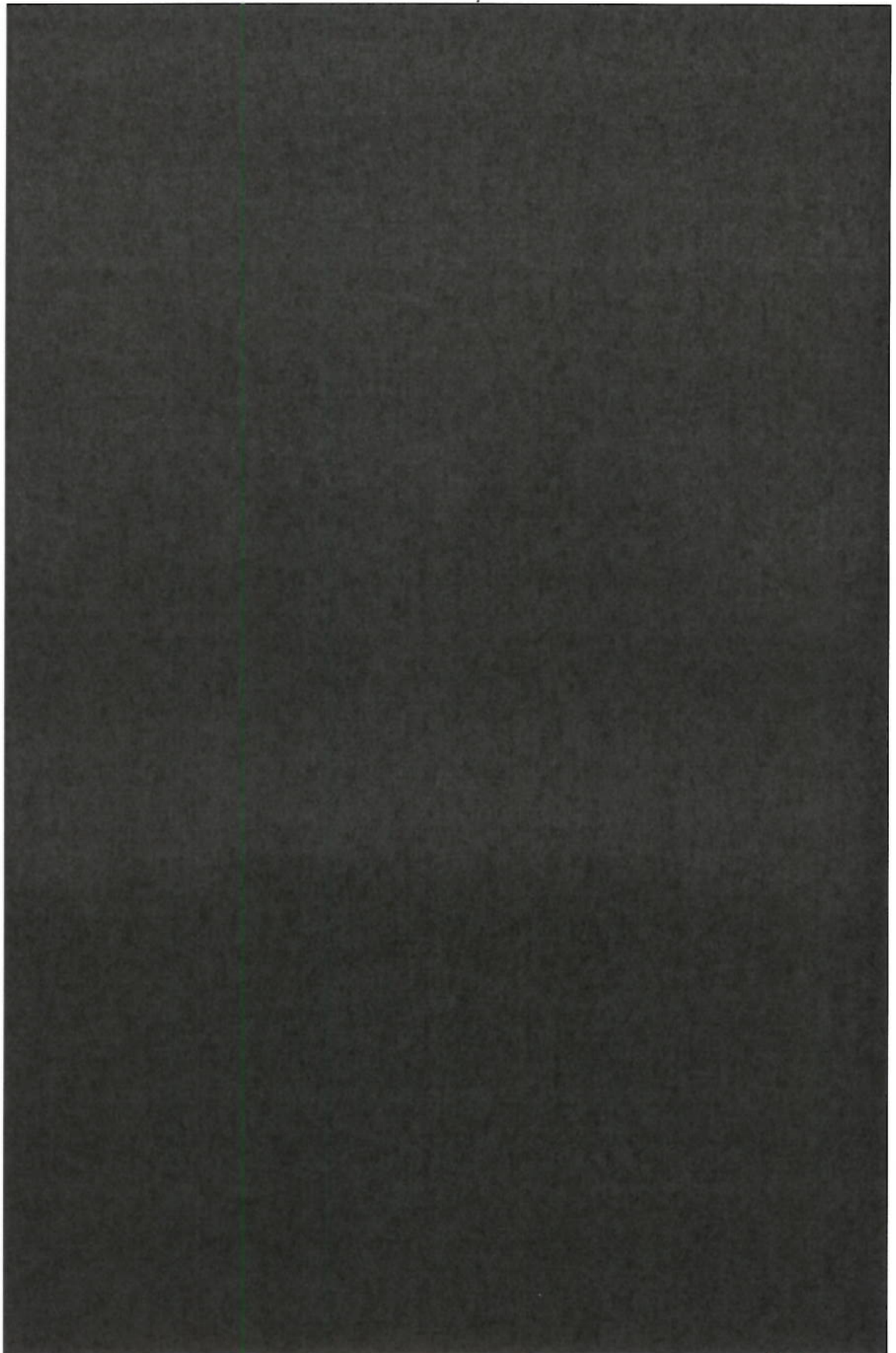


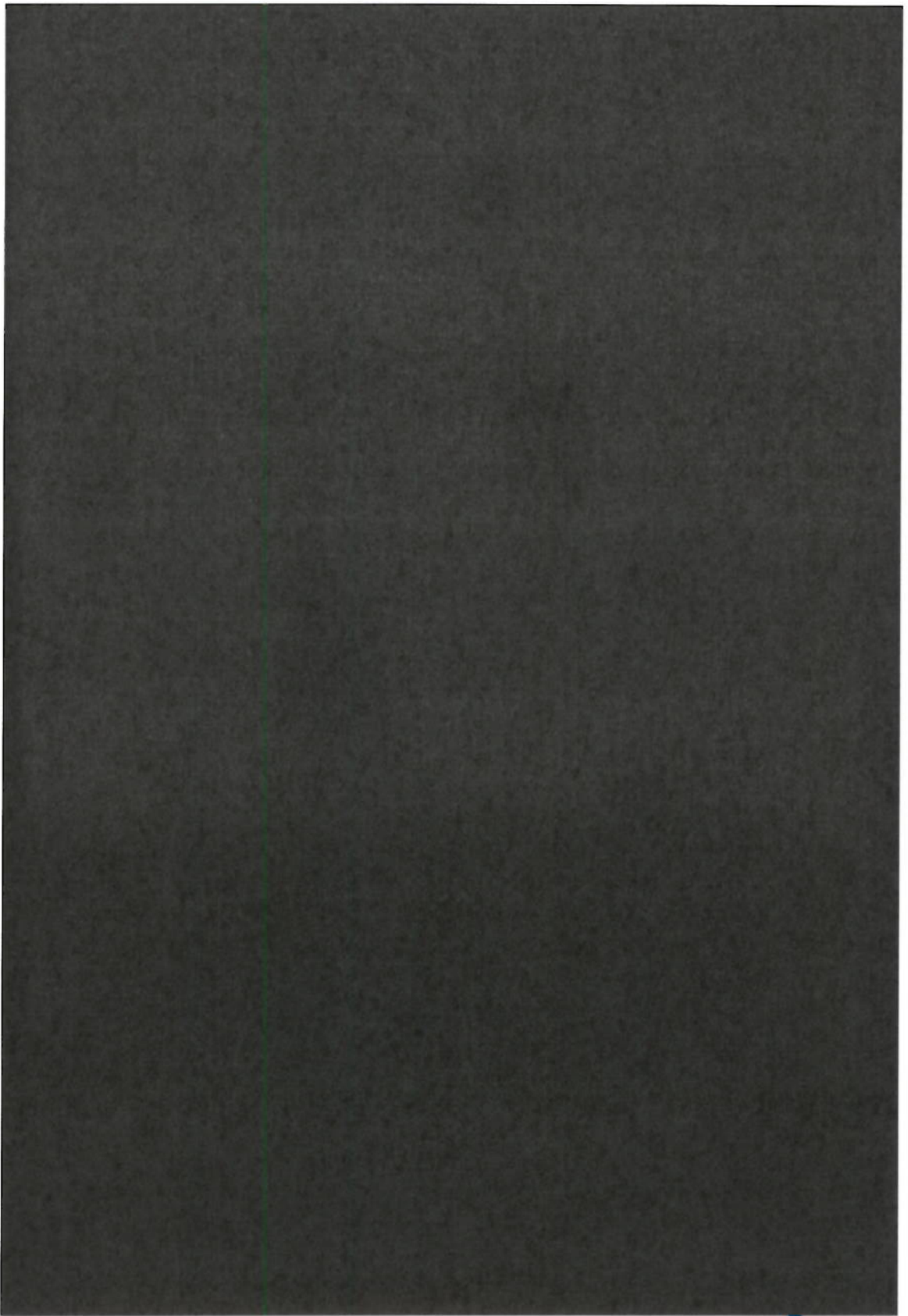




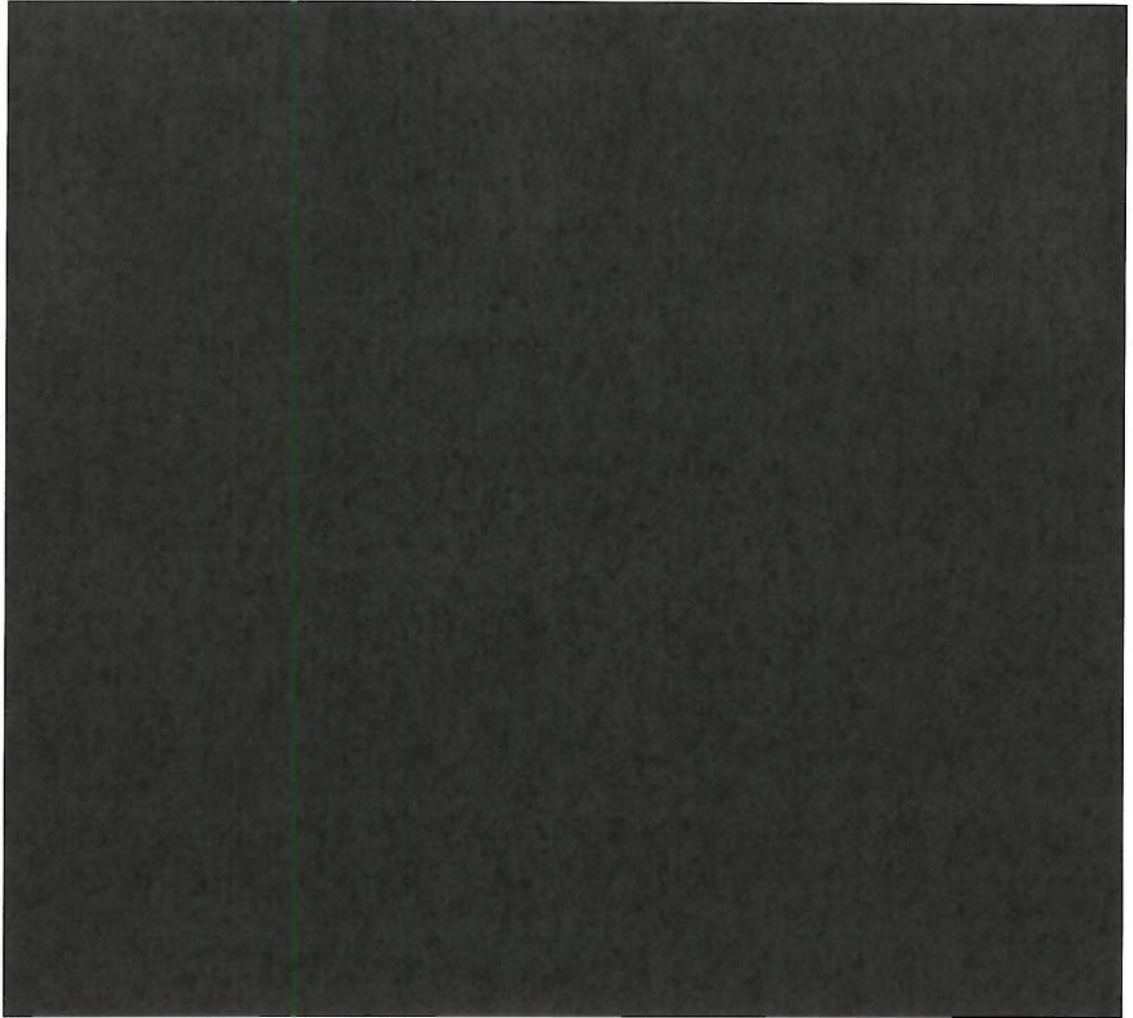


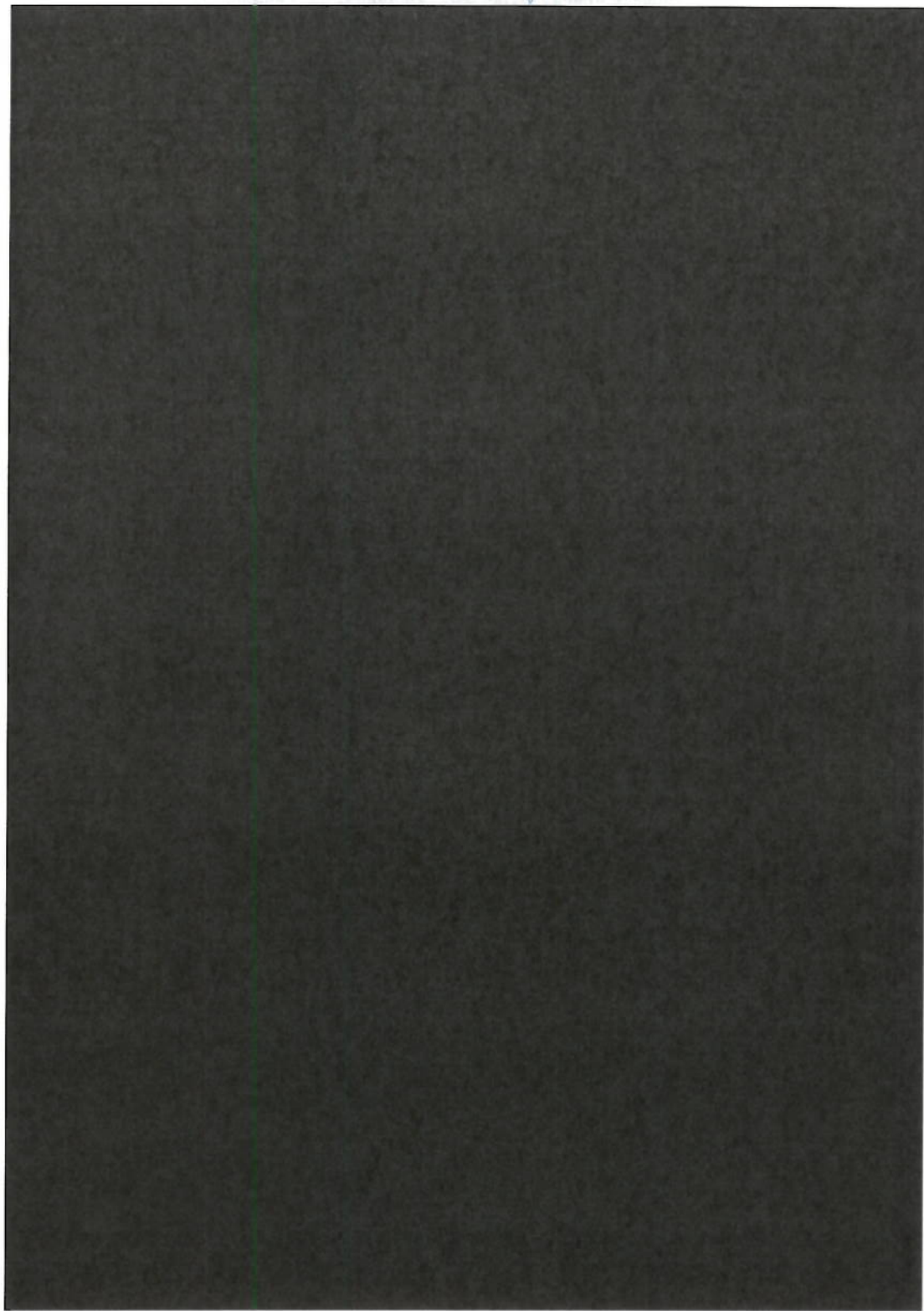




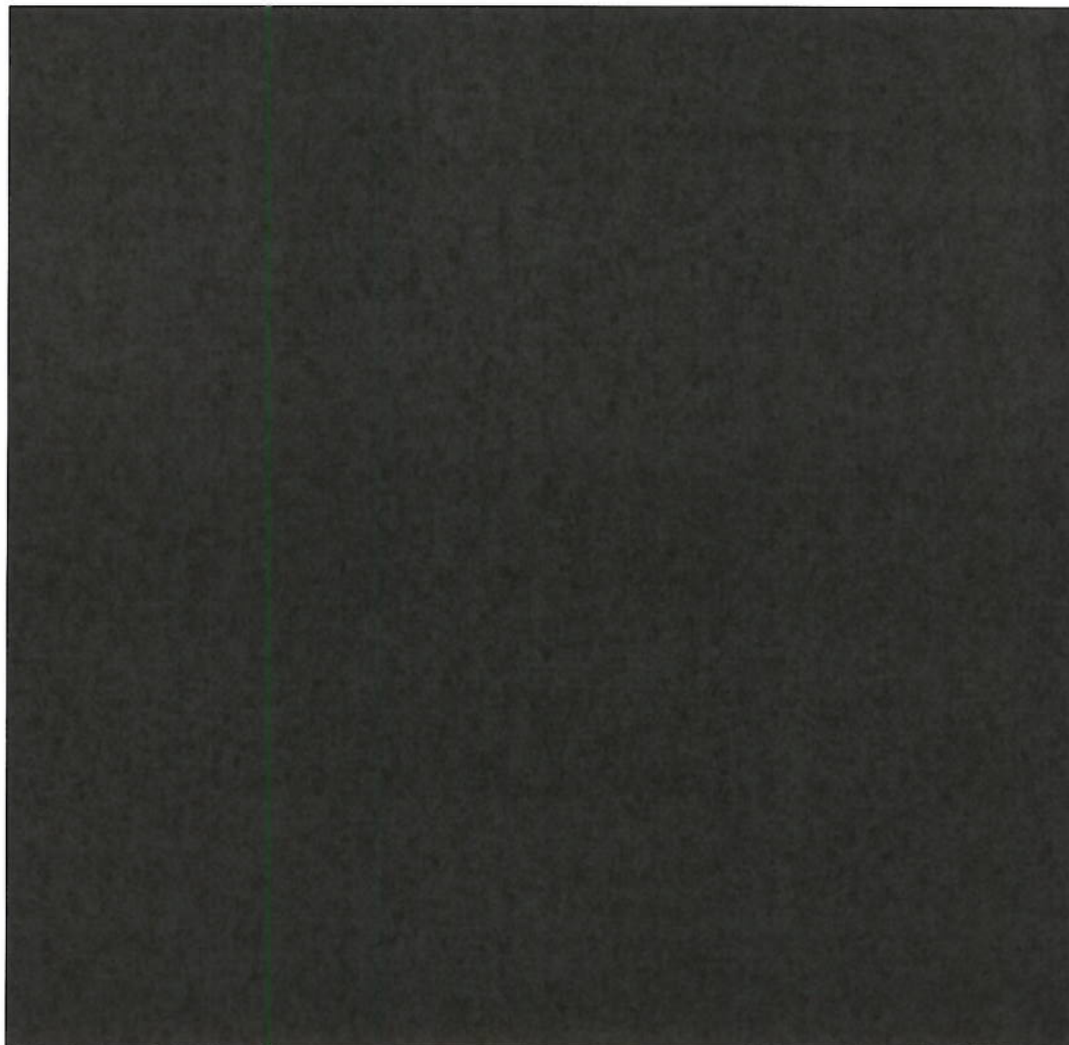


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3.4.8 Operations Summary





Clarification - 18/3/16

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to

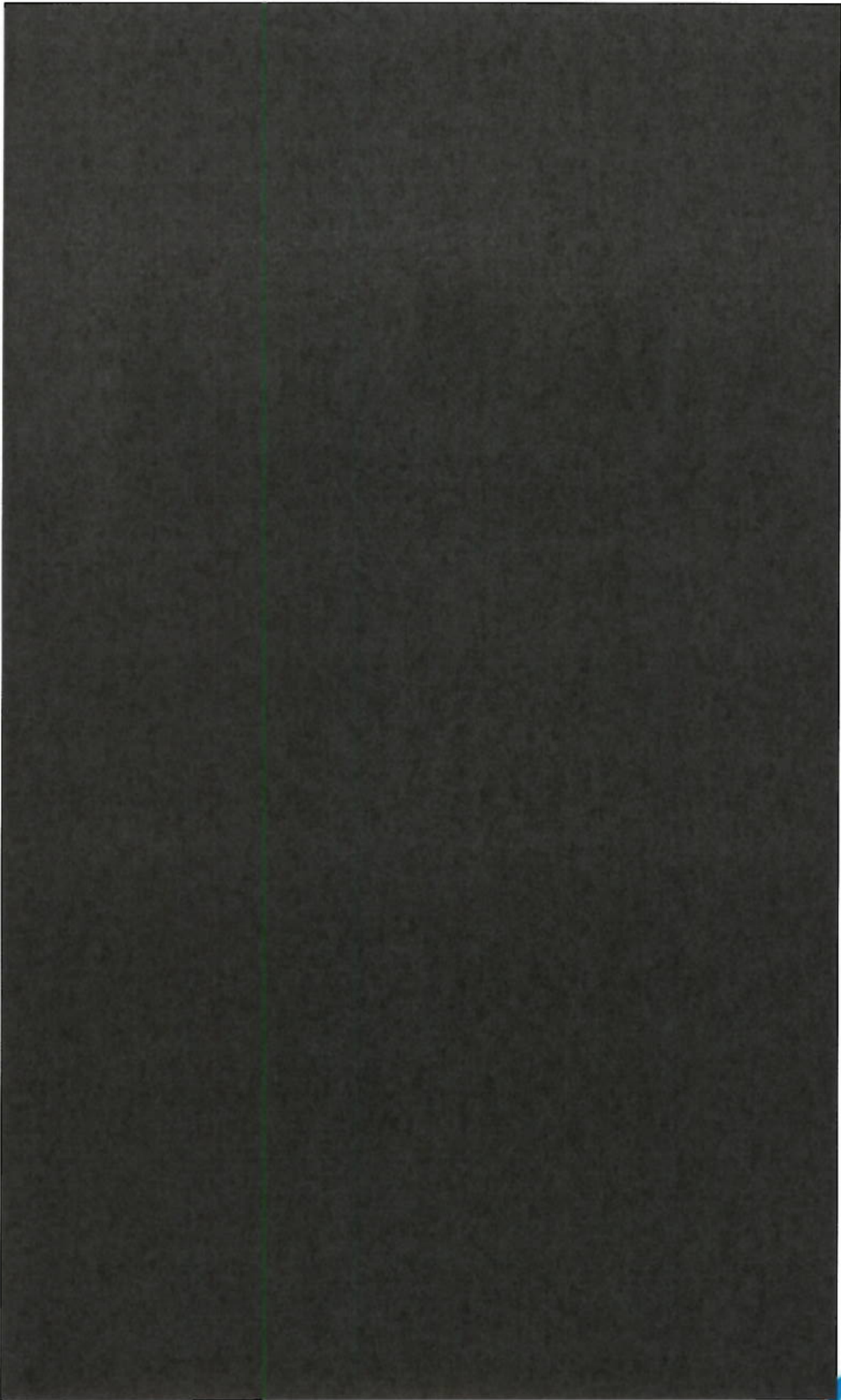
Request for Tenders

'for the Provision and Operation of Safety Cameras on a Managed Service Basis'

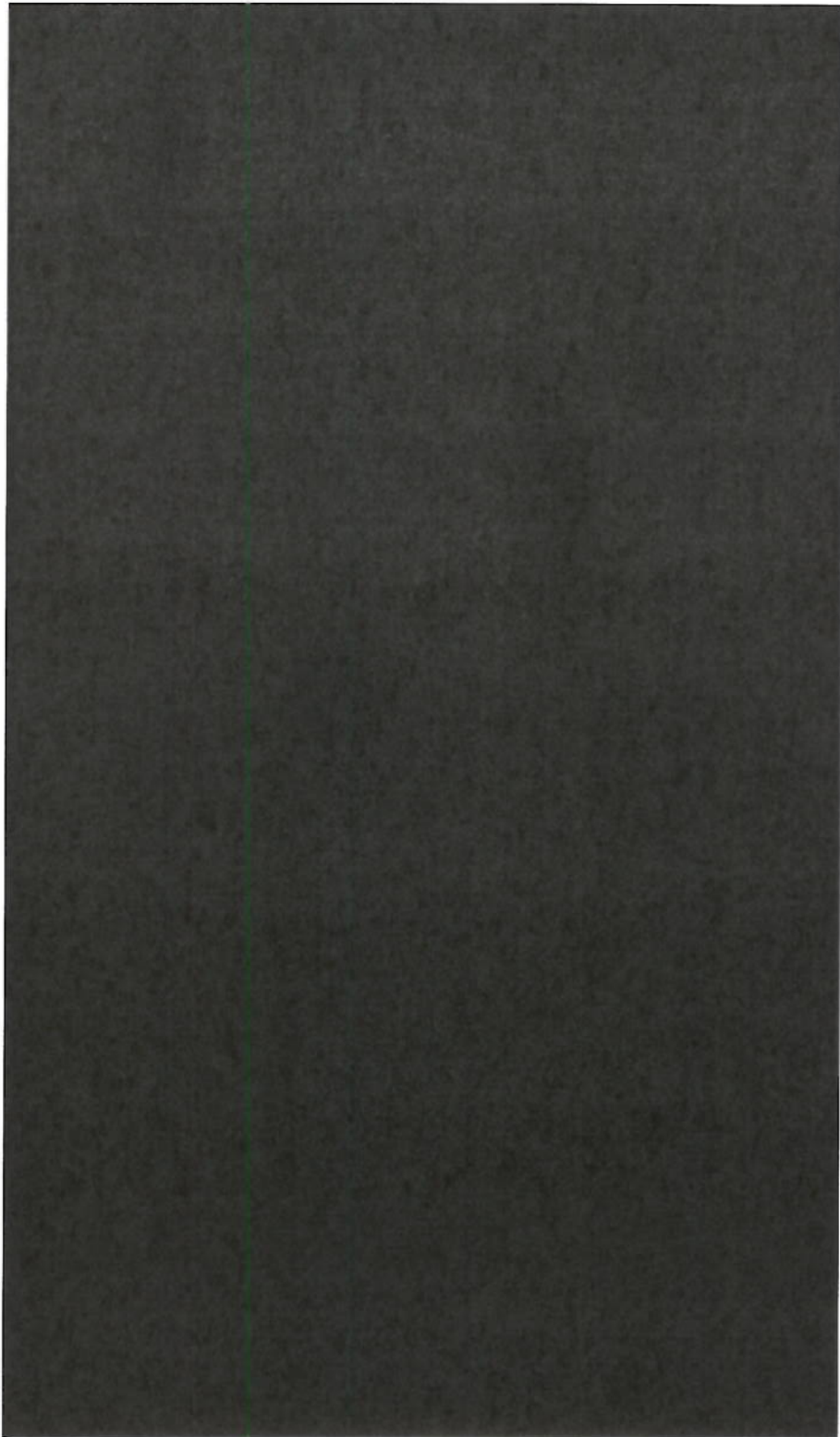
Section 2

Qualification Criteria

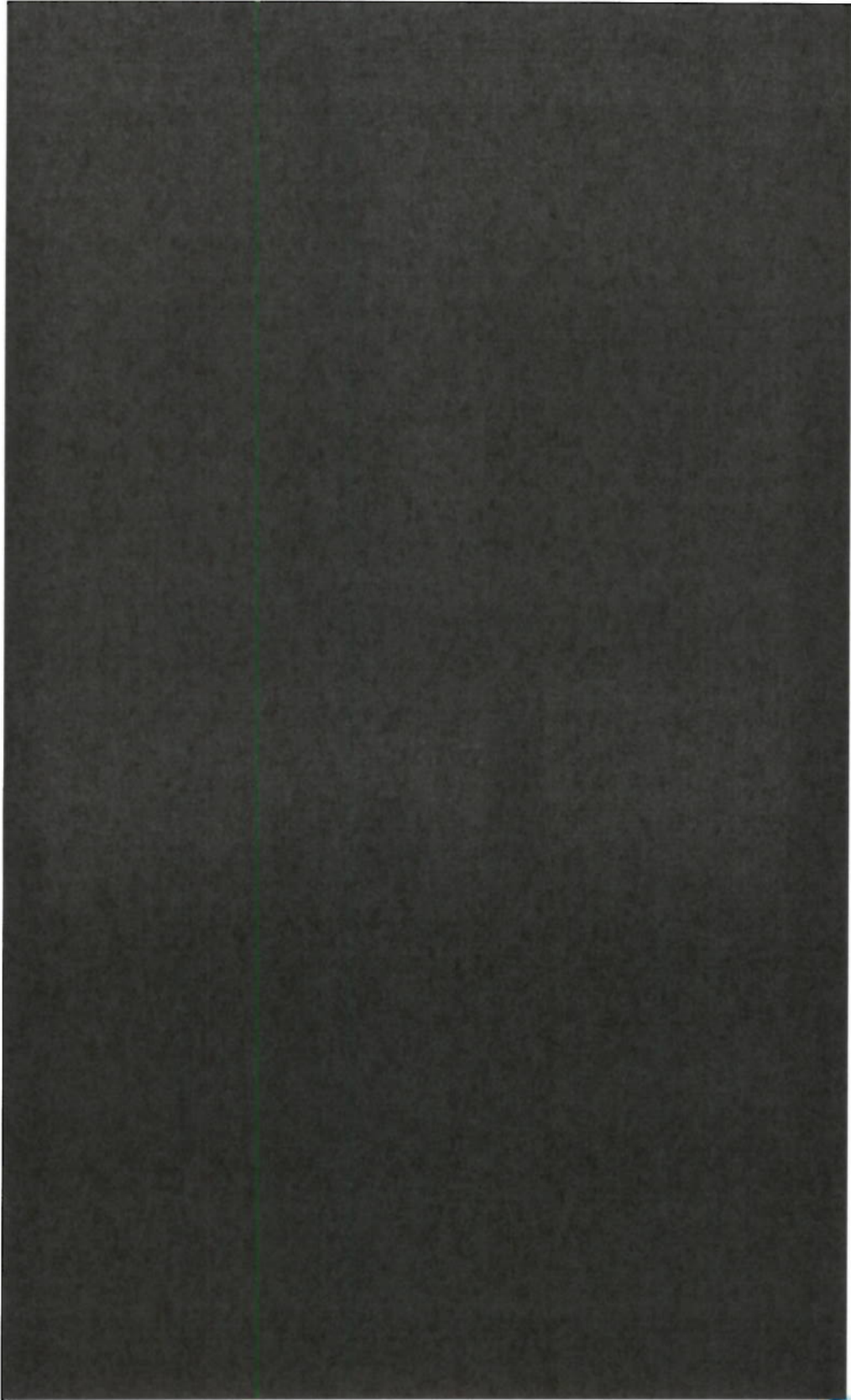


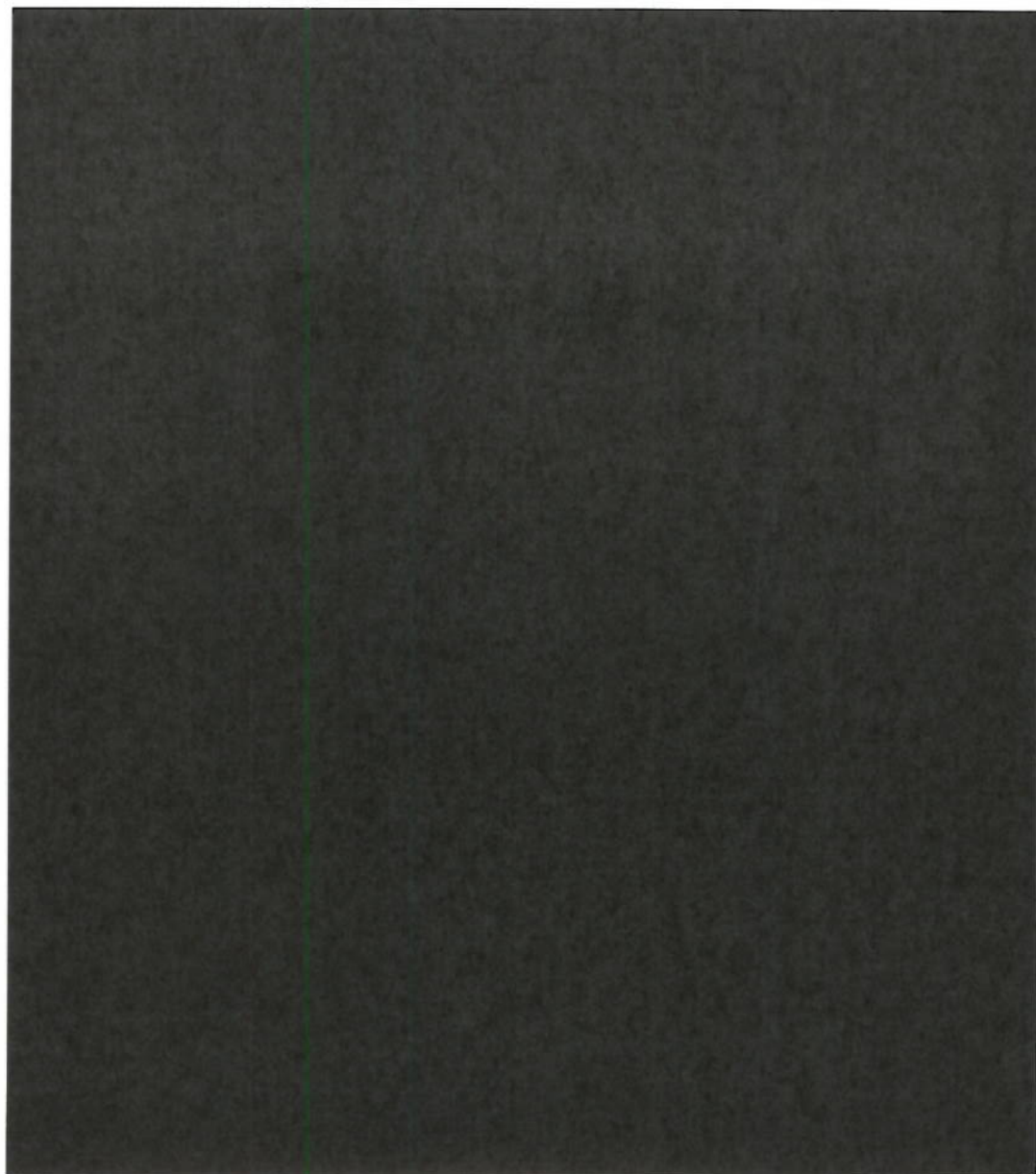


Section 2 - Page 2



Section 2 -- Page 3







Clarification - 18/3/16

Tender Response:

to

Request for Tenders

'for the Provision and Operation of Safety Cameras on a Managed Service Basis'

Section 4.0

Pricing



100% Customer Satisfaction



100% On-Time Delivery



100% Quality Assurance



100% Compliance

**EXPERIENCE
SUPPORT
VALUE
NOA 2016/17**

4 Pricing

Confirmation

GoSafe is please to submit our pricing into consideration for the 'Provision and Operation of Safety Cameras on a Managed Service Basis'. We trust that the price offers An Garda Síochána a low risk, high quality, reliable service at a reasonable price.

As per your requirements, GoSafe can confirm:

- All prices are in Euro (Requirement in Appendix 2)
- All prices exclude vat and applicable vat rates are set out separately (Requirement 2.10.1)
- All prices quoted in the tender will remain valid for 18 months commencing from the closing date for the receipts of tenders. (Requirement 2.10.2)
- All prices and charges are fixed for the term (Requirement 2.10.3)
- Prices are set out as per your response structure (Requirement 3.3.2)

Taken from Appendix 2: Pricing Schedule

We have followed specifically the format set out in 3.3.2 of the RfT.

2.1 Tenderer's Total Cost for providing Core Hours and Approved Rates assessed using the cost model for this tender (Appendix 2: Price Schedule A1 and Appendix 2: Price Schedule C)

Appendix 2 - Price Schedule A1

Price Schedule A1 - Survey Hours and Monitoring Hours by Mobile Safety Camera Systems (for the 6 year term of the Agreement as set out in Clause 2.2 of the Agreement)			
Category	Description	Unit	Price (€)
Survey Hours	An hourly rate to be paid for each approved Survey Hour	Hour	
Monitoring Hours (Core Hours)	An hourly rate to be paid for each approved Monitoring Hour	Hour	
Monitoring Hours (Additional Hours)	An hourly rate to be paid for each approved Monitoring Hour from 1 – 500 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 501 – 1000 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 1001 – 1500 hours	Hour	

Appendix 2 - Price Schedule C

Price Schedule C - Approved Rates			
Category	Description	Unit	Price (€)
Attendance in Court – Designated Service Manager	Hourly rate to be paid for a Designated Service Manager's attendance in Court as instructed by the Garda Commissioner	Hour	
Attendance in Court – Senior Staff	Hourly rate to be paid for a senior staff member's attendance in Court as instructed by the Garda Commissioner	Hour	

¹ Applicable Vat Rate 23%

² Applicable Vat Rate 23%

³ Applicable Vat Rate 23%

Price Schedule C - Approved Rates			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price (€)</i>
Attendance in Court – Designated Monitoring Equipment Operator	Hourly rate to be paid for a Designated Monitoring Equipment Operator's attendance in Court as instructed by the Garda Commissioner	Hour	
Attendance in Court – Designated Data Processing Operator	Hourly rate to be paid for a Designated Data Processing Operator's Senior Staff's attendance in Court as instructed by the Garda Commissioner	Hour	

2.2 Tenderer's Total Cost for providing Additional Hours assessed using the cost model for this tender (Appendix 2: Price Schedule A1)

Appendix 2 - Price Schedule A1

Price Schedule A1 - Survey Hours and Monitoring Hours by Mobile Safety Camera Systems (for the 6 year term of the Agreement as set out in Clause 2.2 of the Agreement)			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price (€)</i>
Survey Hours	An hourly rate to be paid for each approved Survey Hour	Hour	
Monitoring Hours (Core Hours)	An hourly rate to be paid for each approved Monitoring Hour	Hour	
Monitoring Hours (Additional Hours)	An hourly rate to be paid for each approved Monitoring Hour from 1 – 500 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 501 – 1000 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 1001 – 1500 hours	Hour	

2.3 Tenderer's Total Cost for providing Core Hours and Additional Hours for the contract extension period assessed using the cost model for this tender (Appendix 2: Price Schedule A2)

⁴ Applicable Vat Rate 23%

⁵ Applicable Vat Rate 23%

⁶ Applicable Vat Rate 23%

⁷ Applicable Vat Rate 23%

⁸ Applicable Vat Rate 23%

⁹ Applicable Vat Rate 23%

Price Schedule A2 - Survey Hours and Monitoring Hours by Mobile Safety Camera Systems (Contract Extension Period as set out in Clause 2.2 of the Agreement)			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price (€)</i>
Survey Hours	An hourly rate to be paid for each approved Survey Hour	Hour	
Monitoring Hours (Core Hours)	An hourly rate to be paid for each approved Monitoring Hour	Hour	
Monitoring Hours (Additional Hours)	An hourly rate to be paid for each approved Monitoring Hour from 1 – 500 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 501 – 1000 hours	Hour	
	An hourly rate to be paid for each approved Monitoring Hour from 1001 – 1500 hours	Hour	

¹⁰ Applicable Vat Rate 23%

¹¹ Applicable Vat Rate 23%

¹² Applicable Vat Rate 23%

¹³ Applicable Vat Rate 23%

¹⁴ Applicable Vat Rate 23%

Price Schedule B - Fixed Sums*			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price (€)</i>
Supply of roadside Fixed Safety Camera Systems	Between 1-10 roadside Fixed Safety Camera Systems	Sum per system for supply of between 1-10 systems	
	Between 11-20 roadside Fixed Safety Camera Systems	Sum per system for supply of between 11-20 systems	
Installation, calibration and commissioning of roadside Fixed Safety Camera Systems	Between 1 – 10 Fixed Safety Camera Systems on a roadside mounting where suitable power and communications are present	Sum per system for installation, calibration and commissioning of between 1 – 10 systems	
	Between 11 – 20 Fixed Safety Camera Systems on a roadside mounting where suitable power and communications are present	Sum per system for installation, calibration and commissioning of between 11 - 20 systems	
Supply of overlane gantry-mounted Fixed Safety Camera Systems	Between 1-10 overlane gantry-mounted Fixed Safety Camera Systems (not including gantry)	Sum per system for supply of between 1-10 systems	
	Between 11-20 overlane gantry-mounted Fixed Safety Camera Systems (not including gantry)	Sum per system for supply of between 11-20 systems	
Installation, calibration and commissioning of overlane gantry mounted Fixed Safety Camera System	Between 1 – 10 Fixed Safety Camera Systems on an overlane gantry-mounting	Sum per system for installation, calibration and commissioning of 1 – 10 systems	
	Between 11 - 20 Fixed Safety Camera Systems on an overlane gantry-mounting	Sum per system for installation, calibration and commissioning of 11 – 20 systems	
Monitoring using a Fixed Safety Camera System	Conducting a Monitoring Session using a Fixed Safety Camera System	Sum for the operation of a single Fixed Safety Camera System for a 24 Hour Period	

¹⁵ Applicable Vat Rate 23%

¹⁶ Applicable Vat Rate 23%

¹⁷ Applicable Vat Rate 23%

¹⁸ Applicable Vat Rate 23%

¹⁹ Applicable Vat Rate 23%

²⁰ Applicable Vat Rate 23%

²¹ Applicable Vat Rate 23%

²² Applicable Vat Rate 23%

²³ Applicable Vat Rate 23%

Price Schedule B - Fixed Sums*			
<i>Category</i>	<i>Description</i>	<i>Unit</i>	<i>Price (€)</i>
Supply of a Temporary Fixed Safety Camera System	Between 1-5 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 1 – 5 systems	
	Between 6-10 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 6 – 10 systems	
	Between 11-15 roadside mounting Temporary Fixed Safety Camera Systems	Sum per system for supply of between 11 – 15 systems	
Monitoring using a Temporary Fixed Safety Camera Systems	Conducting a Monitoring Session using a Temporary Fixed Safety Camera System	Sum for the operation of a single Temporary Fixed Safety Camera System for a 24 Hour Period	
Supply of an Average Speed Safety Camera System	An Average Speed Safety Camera System capable of monitoring average vehicle speed over each lane of a three-lane road	Sum per system for supply only	
Installation, calibration and commissioning of an Average Speed Safety Camera System	An Average Speed Safety Camera System capable of monitoring average vehicle speed over each lane of a three-lane road	Sum per system for installation, calibration and commissioning	
Monitoring using an Average Speed Safety Camera System	Conducting a Monitoring Session using an Average Speed Safety Camera System	Sum for the operation of a single Average Speed Safety Camera System for a 24 Hour Period	

Notes:

- * The prices to be quoted are for Average, Fixed and Temporary Fixed Speed Safety Camera Systems to current specifications. The Garda Commissioner is aware that speed monitoring technology is changing rapidly and therefore reserves the right

²⁴ Applicable Vat Rate 23%

²⁵ Applicable Vat Rate 23%

²⁶ Applicable Vat Rate 23%

²⁷ Applicable Vat Rate 23%

²⁸ Applicable Vat Rate 23%

²⁹ Applicable Vat Rate 23%

³⁰ Applicable Vat Rate 23%

to provide a more detailed specification prior to providing the Service Provider with an instruction in accordance with Annexes A6 - 8. Any detailed specification may reflect future changes in technology and/or the application of Safety Camera Systems in specific circumstances or locations. In this event, the Service Provider may elect to modify the price quoted in Price Schedule B clearly stating how and why the price has changed. Any modified price is to be agreed with the Garda Commissioner. The Garda Commissioner also reserves the right to tender for any aspect of Average, Fixed or Temporary Fixed Speed Safety Camera Systems separately.

GoSafe has complied with your requirements and confirm that the prices quoted are for Average, Fixed and Temporary Fixed Speed Safety Camera Systems to current specifications

Go Safe

Ms Emma McConway
The Office of Government Procurement
3A, Mayor Street Upper
Dublin 1
Ireland

14th April 2016

Tender Submission for the Provision and Operation of Safety Cameras on a Managed Service Basis for An Garda Síochána

Dear Ms McConway,

Thank you for your e-mail today seeking immediate clarification with reference to 'Appendix 2, Price Schedule B - Fixed Sums.'

I can confirm that for the entries listed below, the figure provided in our submission is per 24 hour period. For the avoidance of doubt, the specific pricing is set out below:

- Monitoring Using a Fixed Safety Camera System - [REDACTED]
- Monitoring Using a Temporary Fixed Safety Camera System - [REDACTED] period
- Monitoring Using an Average Speed Safety Camera System - [REDACTED] period

As per your requirements, GoSafe can confirm the following:

- All prices are in Euro (Requirement in Appendix 2: Pricing Schedule)
- All prices exclude vat. Applicable vat rates are set out in Section 4.0 of our response (Requirement 2.10.1)
- All prices quoted in the tender remain valid for 18 months commencing from the closing date for the receipt of tenders. (Requirement 2.10.2)
- All prices and charges are fixed for the term (Requirement 2.10.3)

GoSafe Listowel Business Park, Listowel, Co Kerry
E-mail: info@gosafe.ie **Tel:** ++ 353 76 683 7200

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I trust that this clarifies our pricing in respect of 'Appendix 2, Price Schedule B - Fixed Sums'.

Should you require any further information, please do not hesitate to contact us.

Kind regards

A handwritten signature in black ink, appearing to read "G. O'Sullivan".

Authorised Representative
GoSafe

GoSafe, Listowel Business Park, Listowel, Co Kerry
E-mail: info@gosafe.ie Tel: ++ 353 76 688 7200

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