



REQUEST FOR TENDERS (RFT)
FOR THE PROVISION OF
THE NATIONWIDE ROAD SAFETY EDUCATION SERVICE

Contracting Authority

Road Safety Authority (RSA)

RSA Reference:

ET2606

IMPORTANT NOTES

Any suggestions or request for changes to the RFT documents or the terms and conditions of the Contract must be made during the time allowed for queries (see clause 4.5 and 5.9.2 of the RFT).

Any suggestions/requests submitted in your company's Tender cannot be considered at that stage of the process. Furthermore, any assumptions or statements submitted with the Tender may qualify the Tender resulting in the elimination of such Tender (see clause 4.1.8 of the RFT).

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1 INTRODUCTION

1.1 About the RSA

1.1.1 Legal Framework

The Road Safety Authority (RSA) is a statutory body created by the Road Safety Authority Act 2006. The RSA was established on September 13th 2006, by Statutory Instrument (S.I.) Number 477 of 2006. Functions previously undertaken by the Department of Transport, the National Roads Authority and the National Safety Council were transferred to the RSA.

The Minister may by order confer on the Authority such functions of the Minister under section 2, 3, 4, 5, 7 or 9 of the Road Traffic Act 2002 or section 36(6), (7) or (8) of the Road Traffic Act 1961 as specified in the order and, accordingly, a reference to the Minister in a provision so specified or connected with it includes a reference to the Authority.

Every function of the Minister conferred on the Authority continues to be vested in the Minister but is so vested concurrently with the Authority and the Minister so as to be capable of being exercised or performed by either of them.

The functions for which the RSA is responsible are set out in the Road Safety Authority Act 2006. They include the presentation for Government approval of the Road Safety Strategy (2021 to 2030), driver testing and training, driver licensing, vehicle standards and enforcement functions, road safety promotion, driver education, and road safety research.

Members of the Board are appointed by the Minister for Transport as per Section 14 of the Road Safety Authority Act 2006. The Board consists of a chairperson and no fewer than 6 and no more than 11 ordinary members.

1.1.2 Purpose and responsibilities of the RSA

The Road Safety Authority's vision is to be world leader in road safety, driving change in attitudes and behaviours in road users and collaborating with stakeholders to save lives.

Our mission is to save lives and prevent injuries by reducing the number and severity of collisions on our roads.

The Authority's values place the safety of the public on our roads at the heart of everything we do. Our values of integrity, accountability, making a difference, service excellence, collaboration and partnership underpin how we work with each other and for others as we pursue our commitment to making roads safe for all users.

The Authority is the lead agency for co-ordinating the delivery of the Government's Road Safety Strategy whose primary aim is to reduce the number of deaths and serious injuries on Irish roads by 50% over the next 10 years. This means reducing deaths on Ireland's roads annually from 144 to 72 or lower and reducing serious injuries from 1,259 to 630 or lower by 2030. The Vision Zero ambition is to achieve road safety outcomes of Zero Fatalities and Zero Serious Injuries by 2050. The road safety transformation programme supports delivery of the RSS actions and achievement of these targets. The RSA is a partner in the Road Safety Transformation Partnership Board.

Our Corporate Plan 2022–2025 contains a framework of five strategic themes to support the achievement of our ambitious objectives:

- Customer experience
- Supporting people to drive change
- Innovation in everything we do
- Organisational excellence
- Partnership and collaboration

The RSA functions are set out in Section 4 of the Road Safety Authority Act 2006 and in the Road Safety Authority (Conferral of Functions) Order 2006 (S.I. No. 477 of 2006), as well as in the Road Safety Authority (Commercial Vehicle Roadworthiness) Act 2012 and certain provisions of the Road Traffic Acts.

These functions are currently assigned under the following Directorates:

(i) Finance and Corporate Services:

This Directorate is responsible for the delivery of the Authority's internal and external facing central support services including:

- Finance
- Procurement and Contracts Management
- Corporate Services (Facility Management, Health and Safety, FOI)
- Risk and Audit Management
- Inhouse Legal
- Business Continuity Planning

(ii) Strategy, Performance and Transformation:

The role of strategy, performance and transformation is to oversee the road safety transformation programme and delivery of the RSA's commitments in the Road Safety Strategy, RSA corporate plan and the RSA digital, data and query management strategies. This directorate leads on customer care and deliver a range of supports services to RSA business units including performance and programme delivery, project management, business design, operational excellence and data analytics.

This Directorate works very closely across all functions within the RSA providing leadership in the deployment of information technology in the RSA and ensuring that ongoing initiatives and projects support business objectives and strategies including:

- Strategy - overall responsibility for the delivery and reporting on the performance management aspects of the RSA Corporate Strategy 2022-2025 and oversight and reporting on the Road Safety Transformation Programme
- Transformation including project management and business analysis
- Operational Improvement
- Innovation Management
- Customer Insight

- Channel Strategy including Digital Strategy
- Data, MI Analytics & Intelligence

(iii) People, Development & Culture

The People Development and Culture directorate has responsibility for all strategic and operational HR and People matters. This Directorate plays a key role in organisational development, supporting positive workplace culture development and supports the organisational capability in change competence.

This department is a key strategic enabler for the organisation across all Directorates and supports employees in the RSA across all locations. Among services offered are:

- Recruitment
- Learning and Development
- Wellbeing
- Culture and staff engagement
- Internal Communications
- Organisational development
- Executive Office

(iv) Technology, Platforms & Solutions

The role of the Technology, Platforms and Solutions directorate is to provide the vision, leadership, and implementation of RSA technology strategies that align with the RSA Corporate Plan and Government's Road Safety Strategy.

The section is also responsible for maintenance, improvement and support of day-to-day technology operations including:

- Infrastructure management
- Cyber Security
- Software development
- Solutions quality assurance (QA)
- Data platform
- Technical change management
- Service desk support
- Management of third-party technology supplier contracts & performance

(v) Customer Operations

Customer operations oversees the delivery of RSA public services including the driving test, driver theory test, driver licensing, NCT, CVRT, enforcement. The directorate brings together operational delivery in order to optimise best practice across all RSA services:

- Driver testing
- Driver theory test
- Driver licensing
- NCT

- CVRT
- Enforcement and compliance

(vi) Research, Standards and Assurance

The Research, Standards, and Assurance Directorate is responsible for the design and delivery of the research vision and strategy, formation of evidence-based policy and standards as well as the implementation of other strategic initiatives in alignment with the RSA Corporate Plan and Government's Road Safety Strategy 2021-2030:

- Research
- Driver Testing Standards
- Driver Licensing Policy & Legislation
- Vehicle Standards
- AMSA
- Medical Standards
- ADI Accreditation

(vii) Partnerships and External Affairs

The Partnerships and External Affairs Directorate encompasses the key role of raising awareness and providing education through impactful interventions to inform, motivate and support road users to change their daily road safety behaviours.

The directorate includes responsibility for communications, campaigns, education and outreach and engagement with the public and with key stakeholders. The directorate manages key strategic partnership opportunities across both the government and non-government sectors to build sustainable and meaningful partnerships that create shared value for all stakeholders:

- Marketing communications
- Campaigns
- Road safety Education
- Community development and outreach
- Strategic partnerships
- Stakeholder relationship management (including political relationships)

The aim of the RSA is to save lives and prevent injuries by reducing the number and severity of collisions on the road.

The brand essence for the RSA is: The organisation that saves lives on the roads.

The brand message for the RSA is: 'Safer Roads. Only you can get us there'.

1.2 This RFT

- 1.2.1 This RFT has been prepared for the purpose of providing certain information to economic operators ("**Tenderers**") interested in participating in this public procurement competition (the "**Competition**") for the services described herein ("**the Services**") to be provided to the RSA. The RSA is the contracting authority for this Competition.
- 1.2.2 In no circumstances shall the RSA, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this RFT.
- 1.2.3 The RFT is being made available by the RSA to Tenderers on the terms set out in this document.
- 1.2.4 The purpose of this RFT document is to provide potential Tenderers with the information that they need to decide whether or not to participate in this Competition by submitting a response to this RFT (a "**Tender**"). This RFT must not be used for any other purpose.
- 1.2.5 All reasonable care has been taken to ensure that the material set out in this RFT is true and accurate in all material respects as at the time of publication. However, no warranty or representation is given as to the accuracy or completeness of this material. Neither the RSA, nor any of its professional advisors accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out herein.
- 1.2.6 Neither the RSA nor any of its advisors will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, this RFT or for any other written or oral communication made available during the course of this Competition. No representation or warranty is made in respect of such statements, opinions or conclusions.
- 1.2.7 This RFT supersedes all previous documentation, communications and correspondence between the RSA and Tenderers and Tenderers should place no reliance on such previous documentation and correspondence (if any).

1.3 This Competition

- 1.3.1 The RSA is availing of the open procedure available under Directive 2014/24/EU, as transposed into Irish law by the European Communities (Award of Public Authorities' Contracts) Regulations, 2016.
- 1.3.2 Tenderers are now invited to submit Tenders to undertake the services as more particularly described at Section 3 of this RFT.
- 1.3.3 Tenders must be submitted in line with the instructions set out in Section 4 of this RFT and in particular with the requirements of clause 4.1 ("**Compliant Tenders**").
- 1.3.4 Tenders which are not eliminated for non-compliance will be assessed in line with the procedures set out in Section 5 of this RFT with the objective of identifying the Tenderer for contract award (the "**Successful Tenderer**").
- 1.3.5 Any contract that may result from this Competition (the "**Contract**") will be awarded for a duration of 36 months (the "**Initial Contract Term**") from go-live date (the "**Go-Live Date**").

- 1.3.6 The RSA reserves the right to extend the Contract Term for a period of up to 24 months, with a maximum of 3 such extensions (each the “**Extended Contract Term**”) up to a maximum of 108 months on the same terms and conditions.
- 1.3.7 The Initial Contract Term and each and all Extended Contract Term(s) if any shall together constitute the “**Term**”. Any reference to the Term shall include the Initial Contract Term and, where applicable, the Extended Contract Term, unless specified otherwise.
- 1.3.8 The RSA reserves the right to take such steps as it considers appropriate in the Competition, including but not limited to: changing the basis of, or the procedures (including any timetable) relating to the Competition; rejecting any, or all, of the Tenders; abandoning the Competition (or any part of it) at any time prior to a formal written contract being executed by and on behalf of the RSA; or procuring the Services by alternative means.
- 1.3.9 The RSA reserves the right to amend these documents and any information contained herein. Any such changes shall be notified via eTenders.

2 GENERAL PROVISIONS

2.1 Consortium Bidding

- 2.1.1 Tenders may be submitted by groups of undertakings (a consortium) or individually. In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed in this RFT requiring an entity being relied upon to supply certain information). The entity/person who will deal with all matters relating to this Competition (the “**Prime Tenderer**”) must be identified at Section A of the Tender Response Form provided as Appendix 2 to this RFT. Please note that the RSA will only deal with the Prime Tenderer regarding all matters related to this Competition.
- 2.1.2 The Tender Response Form provided as Appendix 2 to this RFT indicates, with regard to particular sections, whether information must also be provided in respect of:
- a) all consortium members;
 - b) any other organisation upon whose resources or capacities the Tenderer proposes to rely; and/or
 - c) any sub-contractors who will play a significant role in the provision of the Services under the Contract.
- 2.1.3 Any change in relation to the composition of a consortium or the identity of proposed sub-contractor or entities being relied upon must be notified to the RSA as soon as possible. Tenderers should note that any such changes may result in disqualification of the relevant Tenderer.
- 2.1.4 The RSA reserves the right, amongst other solutions, to contract with the Prime Tenderer as prime contractor to whom the other members will be sub-contractors (in which case collateral warranties may be required from any sub-contractor as notified to the Tenderer by the RSA and entry into the Contract will be conditional upon the provision of such warranties), or to require the Contract be entered into with each member of the group on the basis of joint and several liability.

2.2 Environmental, Social and Labour Law

- 2.2.1 In the performance of the Services the Successful Tenderer including their sub-contractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the Services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU.
- 2.2.2 The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of providing the Services sought under this Competition.
- 2.2.3 The application of Council Directive 2001/23/EC on the approximation of laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument SI No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (“**TUPE Regulations**”), may apply upon entry into the Contract. Whether the TUPE Regulations apply to this Contract will be determined as a matter of law and

will in any event be a matter as between the incumbent contractor and the Successful Tenderer for the Contract. The RSA makes no representations, and gives no warranties or indemnities of any nature, as to the applicability or otherwise of the TUPE Regulations. The cost of compliance with the TUPE Regulations (insofar as applicable) is deemed to be included in the tendered price and rates.

2.3 Publicity

- 2.3.1 Tenderers should note that publicity (by or from Tenderers) in relation to this Competition is not permitted unless and until the RSA has given express prior consent in writing to the relevant communication. In particular, but without limitation, no statements shall be made to the press or any similar organisations regarding the Competition, in any case without the prior written consent of the RSA.
- 2.3.2 Save as provided for in clause 2.5 of this RFT, the RSA reserves the right to publicise or otherwise disclose information regarding the Competition, the selection of Tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), or the selection of the successful Tenderer, the status of the Competition or the award of the Contract or any contract(s) at any time.

2.4 Conflict of Interest

- 2.4.1 Any actual or potential conflict of interest involving a Tenderer must be fully disclosed to the RSA as soon as it becomes apparent. In the event of any conflict or potential conflict of interest, the RSA will, in its absolute discretion, decide on the appropriate course of action, which may involve, but is not limited to, eliminating the Tenderer from the Competition.
- 2.4.2 Any registrable interest involving the Tenderer or their relatives and the RSA must be fully disclosed, or, in the event of this information only coming to the Tenderer's notice after the submission of a Tender and prior to the award of any contract(s), must be communicated to the RSA immediately upon such information becoming known to the Tenderer. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995 and 2001.
- 2.4.3 Tenderers must complete and sign the Conflict-of-Interest Declaration provided as Appendix 4 to this RFT.
- 2.4.4 Where any entity wishes to participate in (or be an advisor to) more than one bidding team for this Competition, it must contact the RSA promptly to seek the consent of the RSA to such arrangement. The RSA will consider the request and may seek further information from the entity. The RSA reserves the right, at its absolute discretion, to refuse to allow such multiple participation or to allow it only on the basis of certain conditions. Where Tenders are submitted without the entity complying with this clause 2.4.4, the RSA reserves the right to take such action as it considers appropriate, including (but not limited to) eliminating any one or more of the relevant Tenders from the Competition.

2.5 Freedom of Information Act 2014

- 2.5.1 The RSA is subject to legislation governing access to information, including without limitation, the Freedom of Information Act, 2014.

- 2.5.2 Should any Tenderer consider that any information supplied by that Tenderer as part of this Competition is commercially sensitive, confidential or otherwise exempt from disclosure under access to information legislation the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure.
- 2.5.3 The RSA accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any damage or loss suffered as a direct or indirect result of such release.
- 2.5.4 Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the RFT.
- 2.5.5 The RSA will use reasonable endeavours to consult with the Tenderer about sensitive information before making a decision on any request received.
- 2.5.6 Tenderers should note that, on conclusion of any contract, this contract will be open to public examination to the extent required by the Freedom of Information Act, 2014 and any other applicable law.
- 2.5.7 The requirements of the Freedom of Information Act, 2014 and any other applicable law will supersede the stated requirements of the parties.

2.6 Costs of Tendering

- 2.6.1 Each Tenderer shall be liable for all of its own costs and expenses arising out of or in connection with this Competition. The RSA has no obligation whatsoever to reimburse any Tenderer any costs or expenses incurred, or any liability incurred or any losses whatsoever in connection with or as a result of the participation of the Tenderer in this Competition, and whether or not the Competition results in the award of the Contract and whether or not the RSA elects to terminate the whole or part of the Competition.

2.7 Prices Quoted

- 2.7.1 All Prices quoted by the Tenderer in its Tender must be fixed and all-inclusive (i.e. including but not being limited to costs, expenses and indexation), be expressed in Euro only and exclusive of VAT. The VAT should be indicated separately.
- 2.7.2 Prices quoted in response to this RFT shall not increase over the duration of the Contract save where approved by the RSA in line with Part 4 of Schedule 2 of the Contract furnished as Appendix 7 to the RFT.
- 2.7.3 Any currency variations occurring over the term of the Contract shall be borne by the Tenderer.
- 2.7.4 Tenderers must confirm (in the Tenderer's Statement furnished at Appendix 5 to this RFT) that all prices quoted in the Tender will remain valid for six months commencing from the Tender Submission Deadline ("**Tender Validity Period**"). Tenderers are required to further confirm that, if awarded the Contract, the fees quoted in the Pricing Schedule at Appendix 1 shall not increase over the Contract Term save where approved by the RSA in line with 2.7.2 above.

2.8 Language

- 2.8.1 All correspondence or documentation submitted in response to or in relation to this RFT shall be in the English or Irish language. In circumstances where an original document which is to form part of the response or correspondence with the RSA is not in the English or Irish language, Tenderers must provide an English translation certified as accurate by the translator, together with a copy of the original document.

2.9 Law

- 2.9.1 Irish law is applicable to this Competition. The Irish courts will have exclusive jurisdiction in relation to any dispute(s) arising from or in connection with this Competition.

2.10 Non-collusion

- 2.10.1 Any Tenderer who, in connection with the Competition:

- (a) fixes or adjusts the terms of its Tender by or in accordance with any contract or arrangement with any other Tenderer (other than a member of its own consortium); or
- (b) enters into any contract or arrangement with any other Tenderer that it shall refrain from tendering or as to terms of any Tender to be submitted; or
- (c) causes or induces any person to enter into such contract or arrangement as is mentioned in either sub-paragraph (a) or (b) above or informs any Tenderer of the terms of any Tender for the Contract; or
- (d) canvasses any of the other Tenderers in connection with the Tender; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival Tender; or
- (f) communicates to any person other than the RSA the terms of their proposed Tender (except where such disclosure is made in confidence and is necessary for the preparation of the Tender),

may be disqualified (without prejudice to any other civil remedies available to the RSA and without prejudice to any criminal liability which such conduct may attract).

- 2.10.2 Note: Tenderers are required to return the Non-Collusion Certificate set out in Appendix 6 of this RFT with their Tender.

- 2.10.3 Tenderers' particular attention is drawn to the provision of the Competition Acts 2002 to 2017. These Acts make it a criminal offence for Tenderers to collude on prices or terms in a public tendering procedure. Please note that, should the RSA become aware of direct or indirect communications (through trade associations or otherwise) between Tenderers relating to the Contract, or which might facilitate collusion, the RSA may disqualify such Tender(s) or Tenderers and may notify the matter to the Competition and Consumer Protection Commission with the recommendation that action be taken against such Tenderers.

2.11 Health and Safety

- 2.11.1 Tenderers must provide in the Tenderer's statement at Appendix 5 a confirmation that they have taken account of their obligations pursuant to the Safety, Health and Welfare at Work Acts 2005 to 2014 in relation to the provision of the Services sought under this Competition. Failure to make the said statement will render the Tender non-compliant.

2.12 Industry Terms used in the RFT

- 2.12.1 Where reference is made to a particular item, source, process, trademark or type in the RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.13 Data Protection

- 2.13.1 Tenderers are referred to the Data Protection Notice set out in Appendix 8 in respect of information provided in response to this RFT.
- 2.13.2 To the extent that the Successful Tenderer processes personal data on behalf of the RSA, it must do so in compliance with applicable law (which from 25 May 2018 includes the EU General Data Protection Regulation (Regulation 2016/679)) and in accordance with the Contract. Tenderers are directed to the provisions of the Contract for further detail in this regard.

2.14 Canvassing

- 2.14.1 Canvassing or any effort by a Tenderer to influence any staff or agents of the RSA in relation to any aspect of the Competition may result in disqualification from the Competition. Where a Tenderer has an existing relationship with the RSA or its employees, the Tenderer is advised that any discussions, correspondence, or other influences on the Competition may be treated as canvassing.
- 2.14.2 In accordance with Section 38 of the Ethics in Public Office Acts 1995 and 2001 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.
- 2.14.3 Any Tenderer who, in connection with the Tender:
- (a) offers any inducement, fee or reward to any member, officer or employee of the RSA or any person acting as an adviser for the RSA in connection with the Tender; or
 - (b) does anything which would constitute a breach of the Prevention of Corruption Acts, 1889 to 2010; or
 - (c) canvasses any of the persons referred to in paragraph (a) in connection with the Tender; or
 - (d) contacts any officer or employee of the RSA prior to the Contract being awarded about any aspect of the Tender in a manner not permitted by the RFT,
- may be disqualified (without prejudice to any other civil remedies available to the RSA and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

3 SPECIFICATION OF REQUIREMENTS

3.1 Background Information

- 3.1.1 The RSA has responsibilities for promoting road safety awareness and providing road safety education.
- 3.1.2 In 2014 the RSA established the Nationwide Road Safety Education Service (“**NRSES**”) to deliver programmes and events to promote road safety awareness and provide road safety education to schools, colleges, further education institutions, companies and communities throughout the Republic of Ireland.
- 3.1.3 The purpose of the NRSES is:
- To save lives and prevent serious injury on Irish roads
 - To give road safety advice and guidance to all road users
 - To deliver key road safety messages through a wide range of resources
- 3.1.4 In 2025, 10 road safety promotion officers (“**RSPOs**”) delivered 3,253 presentations to almost 89,000 participants nationwide. Separately, two additional resources were deployed to deliver targeted student engagements for 17–24-year-olds. These engagements were delivered through activations at 34 Freshers’ Week events nationwide and 57 campus events, reaching a total of 9,705 students.
- 3.1.5 The contract between the RSA and the current service provider for the provision of the NRSES is expiring. Accordingly, the RSA is holding this competition with the objective of awarding a new contract for the provision of the NRSES.
- 3.1.6 In line with the RSA’s commitment to bringing road safety into communities, the NRSES will continue to support the delivery of actions within Ireland’s Government Road Safety Strategy 2021 – 2030.

3.2 The Scope of the Contract

- 3.2.1 The scope of the Contract comprises mobilisation / set up, management, operation, and delivery of the NRSES.
- 3.2.2 Specifically, the Successful Tenderer shall be responsible for:
- a) sourcing / resourcing, management and training of necessary personnel for delivery of NRSES;
 - b) the provision of all staff supports including fleet;
 - c) development and update of the NRSES programme plan (**‘Programme Plan’**);
 - d) delivery of road safety education events;
 - e) data collection and reporting;
 - f) data transfer and data quality;
 - g) risk management;
 - h) protecting the brand and reputation of the RSA;
 - i) contract management
- (together “**the Services**”).
- 3.2.3 The specification of requirements for the delivery of the Services is set out below.

3.3 Resourcing NRSES

3.3.1 The Successful Tenderer shall be solely responsible for ensuring that they have sufficient resources to deliver the Services in line with the RFT and the agreed Programme Plan while ensuring continuity of services throughout the Term of the Contract.

3.3.2 Such resources shall include, but not be limited to the following:

(i) appropriately qualified and experienced personnel to form a team capable of fulfilling the following key roles/responsibilities:

- (a) RSPO
- (b) Relationship /Contract Manager
- (c) Scheduler
- (d) NRSES Programme Developer
- (e) Project Manager

(ii) a fleet of vehicles;

(iii) staff supports/ ICT equipment;

(iv) any other resources necessary to effectively and efficiently deliver the Services.

3.4 RSPOs

3.4.1 The Successful Tenderer shall provide sufficient number of appropriately qualified and experienced personnel to fulfil the roles of the RSPO, as outlined below and in this RFT.

3.4.2 The Role of the RSPO

- a) RSPOs shall be responsible for the delivery of the education programmes/events in line with the requirements set out in this RFT and the agreed Programme Plan.
- b) As part of their role, RSPOs will be expected to develop and maintain a network of contacts within their assigned regions and across various educational organisations.
- c) RSPOs may be expected to perform additional duties which will contribute to the ongoing development of the role.

3.4.3 RSPO Qualifications, Experience and Training

3.4.3.1 The Successful Tenderer shall ensure that all RSPOs are appropriately qualified, trained and experienced to undertake their role effectively to a consistently high standard.

3.4.3.2 Specifically, the RSPOs must:

- i. Hold a third level educational qualification in areas such as Training, Education, Health Promotion, Community work or have at least 2 years teaching and/or training experience;
- ii. Possess excellent written and oral communication skills;
- iii. Be proficient in the use of Microsoft Packages including Excel, PowerPoint, Word and Microsoft Teams;
- iv. Possess a full clean driving license in category "B";
- v. Be a fluent English speaker (Irish speaker an advantage but not essential).

3.4.4 Each RSPO must have completed the following training **prior** to delivering any road safety programmes/events under this Contract:

- First aid (FETAC approved)
- Manual handling
- Tusla's Children's First E-Learning Programme

3.4.5 The aforesaid training must be organised and paid for by the Successful Tenderer.

3.4.6 Additionally, all RSPOs must successfully complete the following training, which will be organised and paid for by the RSA:

- An advanced driving course
- RSA educational resources

3.4.7 Where an RSPO has not completed any of the required training, the RSA reserve the right to require their immediate replacement. Any such replacement shall be arranged by the Successful Tenderer at no cost to the RSA.

3.4.8 To ensure the common purpose and consistency of the message, approach and style used by the RSPOs in their delivery of the road safety education programmes, the Successful Tenderer must hold bi-weekly meetings with RSPOs and utilise peer to peer training opportunities (between regionally employed RSPOs). Such meetings may be held virtually or in person, as appropriate.

3.4.9 Any other training identified as necessary to effective delivery of the Services including continuous professional development (CPD) shall be managed and co-ordinated by the Successful Tenderer. The RSA may at their discretion pay the fees for the proposed CPD opportunity.

3.4.10 The Successful Tenderer must have in place a training schedule which must be maintained and implemented to log the training received by each RSPO throughout the lifetime of the Contract. This schedule must be presented to the RSA for review on an annual basis.

3.4.11 All training certifications held by RSPOs shall remain valid and in effect for the Term of the Contract. The Successful Tenderer shall ensure that any required refresher training or recertification is completed prior to the expiry of the relevant certification.

3.4.12 Training certificates for the training outlined in (b) above must be provided to the RSA within three (3) months of engagement of the RSPOs.

- 3.4.13 RSPOs must comply with the RSA Child Protection Policy which will be provided to the Successful Tenderer prior to the commencement of the Services.

3.5 Other Key Roles and Responsibilities

- 3.5.1 The Successful Tenderer shall provide appropriately qualified and experienced personnel necessary to effectively operate and manage the NRSES – (“**Key Personnel**”). Such Key Personnel shall, at the minimum, fulfil the roles and responsibilities outlined in this section 3.5.

3.5.1.1 Relationship Manager and Deputy Relationship Manager who will have responsibility for:

- managing the relationship with the RSA;
- overseeing and managing the delivery of the Services in with requirements of this RFT.

3.5.1.2 Scheduler

The **Scheduler** shall be responsible for coordinating and managing the scheduling of all road safety education programmes/events, including the appropriate allocation of RSPOs, to ensure effective and efficient delivery of the Services in line with the agreed Programme Plan.

3.5.1.3 NRSES Programme Developer

The **NRSES Programme Developer** shall be responsible for developing the Programme Plan, ensuring that the Plan is aligned with the specific requirements and objectives set by the RSA.

3.5.1.4 Project Manager

The **Project Manager** shall be responsible for managing the mobilisation phase ensuring that all the milestones and tasks are completed in line with agreed parameters and in adherence with project governance while effectively managing project risks so that all activities necessary to facilitate go live are completed efficiently and effectively.

- 3.5.2 The Key Personnel proposed must collectively have experience in:

- (i) managing and oversight of programmes of a similar scope and complexity;
- (ii) managing and scheduling of staff;
- (iii) managing the technical and administrative aspects of delivering nationwide programmes;
- (iv) managing projects;
- (v) developing nationwide programmes; preferably of educational nature and;
- (vi) scheduling programmes

3.5.3 Tenderers should note that:

- a) The roles and responsibilities listed in section 3.5 are not definitive – it is the Tenderers responsibility to make sure that they identify all tasks and responsibilities associated with NRSES and that they allocate the Key Resources as necessary for effective performance of the Services;
- b) the same resource can be proposed for more than one role, and that more than one individual can be proposed to fulfil the same role.

3.6 Resourcing Plan and Recruitment

3.6.1 Tenderers must submit with their Tender a proposed resourcing plan (the '**Resourcing Plan**') which clearly demonstrates:

- (a) what resources they will allocate for the delivery of NRSES - RSPOs and Key Personnel - clearly identifying each role, associated responsibilities, reporting lines, and so on;
- (b) how they will source the proposed resources (e.g. TUPE, recruitment campaign; existing resource allocation / re-allocation, and so on)
- (c) when the resourcing activities will be conducted and completed for each role.

3.6.2 For the avoidance of doubt, it is not a requirement that all personnel are engaged by Tenderers prior to contract commencement. However, it is imperative that Tenderers:

- (i) have the necessary resources to complete the mobilisation phase immediately after contract award; such resources must, at the minimum, fulfil the roles of Project Manager and the NRSES Programme Developer;
- (ii) demonstrate their ability to source or resource the necessary personnel to deliver the Services from Go-Live.

3.6.3 Tenderers wishing to receive the anonymised details of the current employees of the incumbent contractor must request it in line with the provisions of clause 4.1.2.

3.6.4 The Successful Tenderer must consult with the RSA throughout the recruitment process and must supply the RSA with CVs/individual profiles for each proposed individual prior to their engagement (excluding any personnel transferring from the incumbent under TUPE). This requirement also applies for any future recruitment/replacement of personnel during the Term of the Contract.

3.6.5 Should the RSA object to the appointment or proposed replacement of any personnel on grounds of experience, qualification, technical capacity or other reasonable grounds, the Contractor must propose an alternative individual who is acceptable to the RSA.

3.6.6 NRSES must be sufficiently resourced and appropriately staffed throughout the Term of the Contract to ensure continuity of service delivery.

3.6.7 The RSA must be advised of all vacancies in employment with regard to all personnel.

3.7 Service Set Up and Mobilisation

- 3.7.1 The RSA expect to award the contract in November 2026. The effective Go-Live Date is expected to be in January 2027.
- 3.7.2 During the period between Contract award and the Go-Live Date, the Successful Tenderer will be expected to mobilise and set up the Service and complete all activities necessary to ensure that the Service is fully operational by the Go-Live Date. This will include developing the Programme Plan for 2027, managing the transition of personnel where applicable, recruitment of personnel where required, and the completion of all other necessary activities to ensure the successful commencement of the Service by the Go-Live Date.
- 3.7.3 Accordingly, Tenderers are required to submit their proposed project plan, (the '**Project Plan**') which clearly demonstrates how they will mobilise and set up the Service.
- 3.7.4 The Project Plan presented in the form of a Gantt Chart (or similar) must address the following:
- the key milestones;
 - the associated tasks and timelines;
 - associated inter-dependencies (including those requiring input from the RSA);
 - the personnel / resources assigned to the completion of each task.

3.8 Delivery of the NRSES

- 3.8.1 The RSA will develop and provide to the Successful Tenderer all road safety education programme content required for delivery of the NRSES.
- 3.8.2 The Successful Tenderer will be required to deliver road safety education programmes at schools, colleges, further education institutions, companies and communities throughout the Republic of Ireland, including inhabited islands and remote areas.
- 3.8.3 Additionally, and as part of the Programme Plan, the Successful Tenderer must attend fresher week on an annual basis at each participating third-level and further education institution nationwide bringing interactive, engaging, and practical road safety experiences directly to the students.
- 3.8.4 All programmes must be delivered in a manner that is age-appropriate and tailored to the specific audience. Unless otherwise agreed, all programmes must be delivered in person using the delivery methodologies set out in 3.11.7 below.
- 3.8.5 Tenderers should note that delivery of programmes and attendance at events under this Contract will involve unsocial hours and weekend work.
- 3.8.6 The Successful Tenderer will be responsible for ensuring a balanced and even distribution of road safety education programmes delivered throughout the Republic of Ireland so that each region receives a geographically proportionate share of road safety education, along with an even allocation of the different education programme

types. No area shall be excluded from service delivery, including remote rural locations and inhabited offshore islands.

- 3.8.7 Provision of the Services will necessitate a reasonable level of travel. The RSA will reimburse approved travel expenses on a monthly basis, in arrears, subject to the provision of supporting documentation.
- 3.8.8 The RSA shall reimburse fuel costs incurred in respect of RSPO vehicles used in the delivery of the Services on a monthly basis in arrears, subject to the submission of appropriate supporting documentation.
- 3.8.9 Where the Successful Tenderer incurs any ad-hoc expenses in connection with the Services, the RSA will reimburse such costs, once approved by the RSA
- 3.8.10 Overnight accommodation costs require prior RSA approval and will only be reimbursed upon submission of appropriate vouched evidence.
- 3.8.11 Overnight allowances will be paid in line with the overnight rate quoted by the Successful Tenderer in their Pricing Schedule.
- 3.8.12 No daily subsistence allowance will be payable by the RSA.

3.9 Personnel Supports including Fleet

- 3.9.1 The Successful Tenderer will be required to provide each RSPO with a vehicle to enable them to deliver the Services within their specific assigned region. Each vehicle must be suitable for the transportation of teaching materials and any technical equipment.
- 3.9.2 Each vehicle must have the advanced vehicle systems to comply with type approval regulations EU 2018/858 and the general safety regulation EU2019/2144. All these features are linked to the 5-star rating Safety systems.
- 3.9.3 The vehicles used must be white to accommodate RSA/Vision Zero branding.
- 3.9.4 The Successful Tenderer will be required to brand the vehicles according to RSA's branding guidelines, which are provided at Appendix 10.
- 3.9.5 All vehicles replaced during the Contract Term will need to be branded.
- 3.9.6 Branding will need to be removed from all branded vehicles at the end of the Contract.
- 3.9.7 Prior to beginning any branding work, the Successful Tenderer must obtain written approval from the RSA regarding the proposed approach and cost estimates.
- 3.9.8 The costs incurred with respect to all branding of the vehicles will be paid by the RSA, following such approval.
- 3.9.9 The Successful Tenderer must provide the necessary resources (including mobile phones and laptops) to each RSPO to facilitate remote access to a network/email/internet and ensure that they are contactable.
- 3.9.10 The Successful Tenderer will also be responsible for providing RSPOs with any other appropriate supports as may be required for the successful delivery of the Services during the Term of the Contract.

- 3.9.11 A suite of road safety resources and equipment required to deliver the programmes and events will be provided by the RSA to the Successful Tenderer e.g. virtual reality headsets, education props, banner stands, etc.
- 3.9.12 The Successful Tenderer will be responsible for ensuring all resources and equipment provided by the RSA are maintained in good working order.

3.10 Fleet Management

- 3.10.1 The Successful Tenderer shall be responsible for the full management and maintenance of the Fleet, including:
- Planned preventative maintenance (PPM) and servicing schedules.
 - Routine servicing and vehicle health checks.
 - NCT/CVR testing, repairs, retests, and regulatory compliance.
 - Tyre maintenance and like-for-like tyre replacement.
 - Maintaining vehicles in a clean and presentable condition.
 - Administration of insurance, motor tax, and road tolls.
 - Management of penalty points and parking fines, including reporting and corrective actions.
 - Warranty, recall, and repair management.
 - Provision and administration of a fuel card system.
 - GPS and telematics monitoring to support driver safety and fleet security.
- 3.10.2 The requirements set out at 3.10.1 above are not definitive or exhaustive and may change over the duration of the Contract in line with business and/or legal requirements.
- 3.10.3 The Successful Tenderer must furnish each RSPO with a copy of its driving for work policy, which will be agreed and approved in advance with the RSA, including journey planning and the procedure for managing driver fatigue.

3.11 Programme Plan

- 3.11.1 The Programme Plan is required to plan, coordinate and monitor the delivery of the NRSES.
- 3.11.2 The Successful Tenderer shall be required to develop the Programme Plan for 2027 in collaboration with the RSA during the mobilisation phase of the contract and in any event prior to the Go-Live Date.
- 3.11.3 The Programme Plan for 2027 shall be developed in line with the brief for the Programme Plan for the delivery of the NRSES for 2027 provided at Appendix 13.
- 3.11.4 Specifically, the Programme Plan for 2027 shall comprise 9,120 contact hours annually, as measured on a cumulative monthly basis to be delivered across a geographically dispersed national audience. Target groups include road users and stakeholders identified as priorities within national road safety policy and associated action plans.
- 3.11.5 Contact hours shall be regarded as hours spent on direct contact and delivery of the Services by RSPOs to end-users, stakeholders and peer organisations.

- 3.11.6 To ensure a consistent level of activity throughout the year, the Successful Tenderer must ensure that a minimum of 680 contact hours is delivered each month, apart from August when the service is closed for two weeks.
- 3.11.7 The RSA expect the Programme Plan to be delivered through a blended model incorporating a range of delivery methods, including face-to-face engagement, classroom-based instruction, workshops, presentations, events, community outreach initiatives, as appropriate. An online or virtual delivery shall be permitted on an exceptional basis subject to prior approval of the RSA.
- 3.11.8 The Programme Plan will be a dynamic document which will be reviewed and updated periodically to respond to emerging road safety issues, changes in policy priorities, stakeholder requirements, collision and casualty trends, or other operational considerations identified by the RSA.
- 3.11.9 The Programme Plan content and delivery priorities must be informed by evidence-based road safety interventions, national collision and casualty data, emerging road safety trends, and the objectives of relevant road safety strategies. Particular regard will be given to identified risk factors and behaviours that contribute to road traffic collisions, serious injuries and fatalities, ensuring that programme activities remain responsive to evolving road safety challenges.
- 3.11.10 The Programme Plan for each calendar year subsequent to 2027 is expected to be similar to the Programme Plan that will be agreed for 2027. However, the Programme Plan shall be reviewed and updated annually in line with the RSA's policy objectives, priorities and requirements for the relevant calendar year.
- 3.11.11 Unless otherwise agreed in writing by the Parties, the Successful Tenderer shall submit to the RSA the proposed Programme Plan for each subsequent calendar year no later than two (2) months prior to the end of the relevant calendar year. This is to facilitate a collaborative review process with the RSA and ensure that the new Programme Plan is agreed in a timely manner.
- 3.11.12 The Successful Tenderer shall ensure that all programme activities for each year are delivered in accordance with the Programme Plan for the relevant year, as approved by the RSA, using the using educational resources agreed with the RSA.

3.12 Quality Assurance

- 3.12.1 To ensure that the Services are consistently delivered to a high standard the Successful Tenderer is required to conduct quarterly on-site quality assurance (QA) audits for each RSPO engaged to deliver the Services.
- 3.12.2 Each QA audit must assess performance of the RSPOs against the following:
- Accuracy and consistency of road safety programmes delivered.
 - Appropriateness and effectiveness of the delivery methods used for the target audience.
 - Professional conduct, presentation, and communication skills.
 - Compliance with the relevant event setting protocols including health and safety and safeguarding.
- 3.12.3 Following the completion of each audit, the Successful Tenderer must provide a written summary report to the RSA outlining the key findings, any corrective actions

to address identified noncompliance, or any areas for improvement identified. This report will be discussed at the quarterly performance meetings.

- 3.12.4 In the case of any identified noncompliance the report should be referred to the RSA Relationship Manager within three working days to enable the RSA to review the issue and take any appropriate corrective action without waiting until the end of the quarterly reporting period.
- 3.12.5 The RSA reserve the right to also conduct periodic quality assurance audits of the programmes and events being delivered. The Successful Tenderer, along with all RSPOs shall fully co-operate with any such audits.

3.13 Risk Management

- 3.13.1 Tenderers must propose with their Tender a risk register to identify, assess and manage all key risks to Service delivery.
- 3.13.2 The risk register must outline the proposed mitigation measures for each risk identified, including the resources, dependencies and responsibilities to implement those measures and the arrangements for monitoring, escalation and review of these risks throughout the Contract.

3.14 Monitoring, Development and Enhancement of the NRSES

- 3.14.1 The Successful Tenderer shall be required to continuously monitor, develop and enhance the NRSES in partnership with the RSA by:
 - a) Recording, collating and analysing participant satisfaction surveys to identify gaps and/or potential improvements that could be made to the road safety education service or associated education programmes;
 - b) Identifying new appropriate road safety education opportunities throughout the Term of the Contract to expand the reach of the NRSES
- 3.14.2 The Successful Tenderer shall also be required to draft and deliver to the RSA general educational and promotional content designed to raise awareness of the road safety education resources available. The frequency and format of such content shall be agreed between the Parties.

3.15 Reporting

- 3.15.1 Unless agreed otherwise the Successful Tenderer shall be required to produce the following reports at no additional cost to the RSA:
 - a) The operational data report (the “**Operational Data Report**”) on all activities from the previous month. The Operational Data Report shall provide a summary of all deliverables, events, and activities conducted during the reporting month, including, details such as event names, number of attendees, and locations. The template for the current Operational Data Report is provided at Appendix 12. The Operational Data Report must be submitted within five (5) working days following the end of the calendar month.

b) the monthly activity report (the “**Monthly Activity Report**”) submitted to the RSA at a time to be agreed with the RSA following the end of each calendar month. The report must include but is not limited to the following:

- **RSPO Performance Against KPIs:** RSPO Performance in relation to the KPIs as specified in Schedule 7 of the Contract.
- **Telematics Data:** Telematics data for each RSPO, offering insights into vehicle usage and operational performance.
- **Satisfaction Surveys:** participant satisfaction surveys to identify gaps and/or potential improvements that could be made to the road safety education service or associated education programmes.

c) The Annual Report for the relevant year (the “**Annual Report**”) shall be submitted to the RSA by 31 January each year and shall report on activities undertaken during the period from 1 January to 31 December of the preceding calendar year. The report must provide an in-depth analysis of trends, patterns, and overall performance against the Programme Plan and established KPIs must include but will not be limited to the following:

- **Performance Analysis** – providing a comprehensive assessment of the effectiveness, efficiency, and overall impact of the service, demonstrating how objectives, performance targets, and strategic outcomes have been achieved throughout the year in line with the Programme Plan.
- **KPI Review** - An evaluation of the achievement of agreed KPIs, identifying any gaps and the reasons behind them.
- **Promotional Activities** - A summary of promotional initiatives and strategies, including outcomes, engagement levels, and areas for future development.

d) any other ad-hoc reports that may be requested by the RSA to assist in answering queries, support presentations, promotions, and media requests.

3.16 Protecting the Brand and Reputation of the RSA

3.16.1 RSPOs are required to wear the RSA provided uniform when delivering programmes and attending events and maintain it in a clean, ironed, and presentable condition.

3.16.2 All RSPOs must wear ID badges, provided by the RSA, to ensure they are always clearly identifiable.

3.16.3 All RSPOs **must**

- a) follow the Rules of the Road and be courteous when driving the RSA branded vehicles.
- b) never engage or participate in any forum (online or otherwise) on behalf of the RSA without prior written approval from the RSA.
- c) never smoke / vape, consume alcohol/drugs or engage in any other behaviour that might be deemed inappropriate while on duty.
- d) never engage in any interviews, statements or any other request for information from the media without the prior review and approval from the RSA Media Department.

3.17 Sustainability

- 3.17.1 The Successful Tenderer will be required to embed best practices and principles of sustainability into the delivery of the Services to ensure that impact on the environment is limited to the greatest degree possible.

3.18 Data Collection and Scheduling

- 3.18.1 The Successful Tenderer will be required to operate a centralised scheduling tool to allocate RSPO activities equally, ensuring balanced workloads for RSPOs and consistent delivery across all regions.
- 3.18.2 The Programme Plan must be reflected in the scheduling tool for the relevant calendar year.
- 3.18.3 The information collected by the scheduling tool will support RSA staff in conducting quality assurance audits by identifying when and where sessions are taking place.
- 3.18.4 The scheduling tool must collect the data related to the provision of the Services (datasets) to produce the reports set out in section 3.15 of the RFT.
- 3.18.5 Tenderers should note that all data collected or generated in the performance of the Contract is the property of the RSA and must not be used for anything other than for the purpose for which it was collected.
- 3.18.6 Tenderers must outline in their Tender their proposed approach to operating a scheduling tool to support delivery of the Services.
- 3.18.7 The scheduling tool must be fully operational within three months of the Go-Live Date.

3.19 Data Transfer and Data Quality

- 3.19.1 The Successful Tenderer shall collect and maintain all data generated through the performance of the Services.
- 3.19.2 All data must be extracted and transferred to the RSA at a frequency agreed with the RSA, or upon request to produce the reports set out at section 3.15.
- 3.19.3 The Successful Tenderer shall provide all documentation necessary to support the interpretation and use of the extracted data, including a data model. This documentation and the data model shall be kept up to date and provided to the RSA annually and whenever any changes are made.
- 3.19.4 The Successful Tenderer will be required to build in quality controls and quality assurance so that all deliverables provided to the RSA as part of the Services are of excellent standard and are subject to minimal re-iterations and repeat reviews by the RSA prior to RSA approval.
- 3.19.5 The Successful Tenderer must ensure that the data capture is aligned to the RSA's Data Standards including Governance, Management and Quality Standards and Processes and aligned to the RSA Data Strategy.
- 3.19.6 Tenderers should note that the following documents can be made available upon request:

- RSA Data Quality Policy
- RSA Data Strategy
- RSA Master Customer Record Strategy

3.19.7 Tenderers wishing to receive the documents set out in 3.19.6 must request it in line with the provision of clause 4.1.2.

3.20 Standard Operating Procedures

3.20.1 To ensure a consistent and high-quality service delivery across all regions and to support the efficient operation of the service through clear, structured guidance the Successful Tenderer will be required to develop and maintain Standard Operating Procedures (SOPs) for all road safety education programmes delivered.

3.20.2 Each SOP should, at a minimum, include the following:

1. SOP title, reference number, approval signatures
2. A description of the specific road safety education programme covered by the SOP
3. Clearly defined roles and responsibilities of all stakeholders involved in scheduling, delivering and reporting on the programme
4. A list of resources required such as materials and digital tools
5. A detailed step-by-step procedure outlining the planning, delivery, and reporting processes for the road safety education programme
6. Health, Safety, and Safeguarding considerations
7. Monitoring and Quality Assurance measures

3.20.3 Unless agreed otherwise, the Successful Tenderer will be required to develop the SOPs within six months of the Go-Live Date.

3.20.4 SOPs will be reviewed by both Parties annually and updated if required to reflect current best practices and requirements.

3.21 Relationship Management

3.21.1 The relationship manager nominated by the Successful Tenderer ("**Contractor Relationship Manager**") shall act as the main point of contact for the RSA over the lifetime of the Contract and will have the overall responsibility for ensuring the successful delivery of the Contract. The Contractor Relationship Manager must have the authority to deal with all matters arising in relation to the Contract.

3.21.2 The deputy relationship manager nominated by the Successful Tenderer ("**Contractor Deputy Relationship Manager**") will be required to deputise when the Contractor Relationship Manager is not available to ensure that the RSA has a point of contact at all times.

3.21.3 The RSA will also nominate a relationship manager ("**RSA Relationship Manager**"). Unless otherwise specified by the RSA all communications in relation to the Contract must be directed to the RSA Relationship Manager.

3.21.4 The RSA will also nominate a deputy relationship manager ("**RSA Deputy Relationship Manager**").

- 3.21.5 The Contractor's Relationship Manager will be required to attend monthly and quarterly progress and performance review meetings ("**Performance Review Meetings**"). These meetings will take place online using Microsoft Teams.
- 3.21.6 During such meetings the following shall be reviewed by the Parties:
- the Contractor's performance against the agreed Key Performance Indicators (KPIs) as set out at Schedule 7 of the Contract;
 - discuss opportunities for improvement and review progress with continuous improvements implemented;
 - plan for any forthcoming changes;
 - the Monthly Activity Report;
 - the Operational Data Report;
 - the monthly invoice(s);
 - any other matters of relevance to the Contract.
- 3.21.7 The Relationship between the Contractor and the RSA will also be discussed at the Performance Review Meetings.
- 3.21.8 From time to time the RSA may schedule ad-hoc meetings. The RSA will endeavour to give reasonable notice to the Contractor of such meetings.
- 3.21.9 The Contractor's Relationship Manager will also be required to attend one in-person annual review meeting ("**Annual Review Meeting**") with the RSA. The Contractor's performance against the agreed KPIs and performance based holdbacks, including the amount of payment to be released (if any) based on KPI performance, will form part of the Annual Review Meeting.
- 3.21.10 The RSA shall also organise two face-to-face meetings with RSPOs each year, with the meeting locations confirmed in advance. The meetings will serve as a forum for discussing organisational priorities, operational matters, while also providing opportunities for collaboration, team engagement, training, and contributions from external speakers where relevant.
- 3.21.11 Unless otherwise agreed, the Contractor shall be responsible for recording the minutes of all meetings held throughout the Contract Term, including all agreed actions and outcomes. The Contractor shall submit the draft minutes to the RSA within five (5) working days of each meeting for review and approval.
- 3.21.12 Attendance at all meetings shall be at no additional cost to the RSA.

3.22 Additional Services

- 3.22.1 The RSA may, from time-to-time over the Term of the Contract, require the Successful Tenderer to attend and support specific road safety-related public events ("**the Additional Services**") including but not limited to:
- Kaleidoscope
 - Ploughing Championships

- Leading Lights
- Bloom

3.22.2 In the event where the RSA requests the provision of any Additional Services the Successful Tenderer shall be remunerated at the applicable half-day or daily rates submitted by the Successful Tenderer as part of this Competition.

3.22.3 Any requirement for Additional Services shall be at the discretion of the RSA and will be agreed in advance on a case-by-case basis. Such Additional Services are expected to arise only on an occasional and ad hoc basis during the Term of the Contract.

3.23 Variation in Annual Programme Delivery

3.23.1 The RSA reserve the right, at any time during the Term of the Contract, to increase or decrease the number of education programmes and events to be delivered annually to meet operational requirements, respond to emerging priorities, or reflect changes in the RSA policy objectives.

3.23.2 Any increase or reduction to the number of education programmes and events to be delivered annually shall be managed in accordance with the Change Control Procedure.

3.24 Other Requirements

3.24.1 RSPOs will be issued with RSA email addresses and will have access to the RSA SharePoint.

3.24.2 The Successful Tenderer must adhere to the RSA Information Security Management System (ISMS) policies and the RSA Network Access Agreement. These documents will be provided to the Successful Tenderer.

3.24.3 The Successful Tenderer will also be required to comply with the RSA ICT Security Policy, attached to this RFT as Appendix 9.

4 ADMINISTRATIVE REQUIREMENTS

4.1 Completion of Tenders and Tender Compliance

4.1.1 Tenderers are required to complete and submit the following documents as part of their Tender:

- (i) the Pricing Schedule attached to this RFT as Appendix 1;
- (ii) the Tender Response Form attached to this RFT as Appendix 2;
- (iii) the Article 57 Declaration attached to this RFT as Appendix 3 (which must be completed by the Tenderer, as well as any entity being relied upon in accordance with clause 5.4 of this RFT);
- (iv) the Conflict of Interest Declaration attached to this RFT as Appendix 4;
- (v) the Tenderer's Statement attached to this RFT as Appendix 5;
- (vi) the Non-Collusion Certificate attached to this RFT as Appendix 6,
- (vii) the proposed Project Plan;
- (viii) the proposed Resourcing Organogram.

Failure to provide the above documents may result in the elimination of the Tender from the Competition.

4.1.2 Tenderers wishing to receive the documents outlined at clauses 3.6.3 and 3.19.6 must submit a completed and signed Confidentiality Undertaking provided at Appendix 11 to this RFT. Tenderers are not permitted to make any alteration whatsoever to the Confidentiality Undertaking other than filling in the required information and signing same. The RSA shall send the documents only to those Tenderers that meet these requirements and request the documents no later than 17:00 Irish Local Time on Friday, 18 September 2026.

4.1.3 Please note that the following documents should be considered in Tender preparation but **do not** need to be submitted as part of your Tender:

- (i) The Contract attached to this RFT as Appendix 7 will only be required from Successful Tenderers at contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Terms and Conditions (if awarded the Contract) and that the Tender is prepared in accordance with same. See clause 5.9 for more information on the Contract;
- (ii) Appendices 8 to 13 inclusive are provided for information purposes only,

4.1.4 The list of documents at clause 4.1.1 above is for the assistance of Tenderers but should not be relied on as being definitive or as accurately reflecting the RFT requirements. The RSA does not accept any responsibility for any omission from the above list or from any Tenders. Tenderers are advised to read this RFT and any appendices in full and ensure they provide a comprehensive response to the RSA's requirements.

4.1.5 The Tender and all supporting documentation should be page numbered and cross referenced to the RFT where appropriate and be fully indexed. Each appendix must be submitted as a separate document and must be named in the same manner as per clause 4.1.1 of this RFT.

- 4.1.6 Tenderers are not permitted to make any alteration whatsoever to the Tender Response Form, Article 57 Declaration, the Conflict of Interest Declaration, the Tenderer's Statement and the Non-Collusion Certificate, other than filling in the required information.
- 4.1.7 All documents requiring a signature **must** be signed by an authorised signatory of the Tenderer. (Authorised Signatory is a Director or Partner of the Tenderer or any person with powers of representation, decision-making or control in relation to the Tenderer.)
- 4.1.8 Tenders must be prepared and submitted in accordance with the requirements contained in this RFT. All Tenders will be initially reviewed for completeness and for compliance with the requirements set out in the RFT. The RSA's decision on whether a Tender is compliant will be final.
- 4.1.9 Tenders must not include or be accompanied by any qualification(s), assumption(s) or statement(s) that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 4.1.10 If a Tenderer fails to comply in any respect with the requirements set out in the RFT (including by failure to provide sufficient detail or adequate explanation), or is ambiguous or unclear, the RSA may in its absolute discretion:
- (a) reject the relevant Tender as non-compliant;
 - (b) without prejudice to the RSA's right to reject the Tender, seek clarification from the Tenderer in respect of the relevant Tender including requesting the Tenderer to provide the RSA with information or items which have not been provided or have been provided in an incorrect form; and/or
 - (c) without prejudice to the RSA's right to reject the Tenderer, waive a requirement which, in the opinion of the RSA, is minor, procedural or non-material.
- 4.1.11 Tenderers should note that the onus is on Tenderers to fully respond to this RFT (including, without limitation, to demonstrate compliance and demonstrate that they meet the selection criteria). The RSA is under no obligation to seek clarifications or supplemental information but has the right, at its absolute discretion, to do so.
- 4.1.12 Any Tender that is rejected for non-compliance will not be evaluated further.

4.2 Tender Submission

- 4.2.1 Tenderers must submit one soft copy of their Tender via the eTenders post-box facility on www.etenders.gov.ie by **10:00am Irish Local Time on Tuesday 22 September 2026** (the "**Tender Submission Deadline**").
- 4.2.2 The RSA may, at its absolute discretion, extend the Tender Submission Deadline. Any extension will be notified in writing before the original Tender Submission Deadline.
- 4.2.3 The onus is on Tenderers to ensure that their Tenders reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Tenderers should also note that after the Tender Submission Deadline has passed, the uploading facility will be removed from eTenders. Accordingly, after the Tender Submission Deadline has passed, it will not be possible to upload Tenders to the eTenders post-box.

- 4.2.4 Neither the RSA nor eTenders take responsibility for documents which do not reach them by the Tender Submission Deadline, for any reason. It is advised that Tenderers give sufficient time to upload all documents.
- 4.2.5 Tenders should be submitted in PDF format to ensure compatibility.
- 4.2.6 Tenderers must ensure that the documents are legible and that they are not corrupt. Neither the RSA nor eTenders take responsibility for corruption or illegibility of documents.
- 4.2.7 Faxed, emailed or posted Tenders **will be rejected**.

4.3 Tender Validity Period

- 4.3.1 The Tender shall constitute an irrevocable offer valid for acceptance by the RSA until the later of:
 - (a) the expiry of a period of six (6) calendar months from the Tender Submission Deadline; and
 - (b) the expiry of twenty-one (21) days' written notice from the Tenderer of an intention to withdraw the Tender, which notice may not issue until the expiry of the period set out at a) above,or such further period as may be agreed by the parties.

4.4 Supplemental Information

- 4.4.1 The RSA reserves the right to update, delete, vary, extend or alter this RFT and the information and documents contained herein by notice in writing to Tenderers (including, for the avoidance of doubt, where arising from a query, whether confidential or otherwise).
- 4.4.2 Any advice of a modification to the RFT shall be issued as an addendum to and shall be deemed to constitute part of the RFT. If the RSA considers it necessary, the RSA may revise the Tender Submission Deadline accordingly.

4.5 Queries

- 4.5.1 Tenderers may submit queries via the eTenders website (messaging facility) at www.etenders.gov.ie in respect of this Competition.
- 4.5.2 Tenderers may not address queries to, or communicate with, the RSA other than in the manner provided for in clause 4.5.1. Any attempt to approach any person within, or associated with, the RSA in connection with this RFT may, at the RSA's absolute discretion, result in the elimination of the Tenderer from further participation in this Competition.
- 4.5.3 Queries must be submitted not later than **17:00pm, Irish Local Time on Tuesday 08 September 2026 ("Deadline for Queries")**. Queries received after the Deadline for Queries may not be responded to. The RSA will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. The RSA does not intend to respond to queries seeking interpretation of this RFT.

- 4.5.4 Where appropriate, questions may be amalgamated. Tenderers should note that, subject to clause 4.5.6 to 4.5.8 below, the RSA will not make responses or clarifications to individual Tenderers privately.
- 4.5.5 Replies will be issued via the eTenders website by **17:00pm, Irish Local Time on Monday, 14 September 2026.**
- 4.5.6 If a Tenderer believes a query and/or its response is confidential or commercially sensitive, it must mark the query as “confidential” or “commercially sensitive”. If the RSA, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and the responses will be kept confidential (subject to the RSA’s obligations under law).
- 4.5.7 If the RSA is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.
- 4.5.8 If the Tenderer does not withdraw the query or raise any objection within the specified period, or the RSA is of the opinion that, notwithstanding the objection of the Tenderer or the withdrawal of the query, the query is not confidential or commercially sensitive, the RSA may issue the query and its response to all Tenderers.

4.6 Tenderers’ Briefing

- 4.6.1 The RSA intend to hold an **in-person** Tenderers’ Briefing in Dublin, Ireland in the morning of **Tuesday 01 September 2026** during which the RFT documentation and Tender submission requirements will be explained in order to aid Tenderers in the preparation of their Tenders. For the avoidance of doubt, the specification of requirements or the required solution will not be discussed and any questions relating to these must be addressed via eTenders in line with provisions of clause 4.5 (Queries) of this RFT.
- 4.6.2 Tenderers wishing to attend the Tenderers Briefing must confirm their intention to attend and provide the details of their attendees via the eTenders messaging facility no later than **12:00 (Noon) Irish Local Time on Thursday 27 August 2026.**
- 4.6.3 The time and details for the Tenderers’ Briefing shall then be shared with those Tenderers who express their interest in attending the Briefing in line with requirements set out in 4.6.2.

4.7 Presentations

- 4.7.1 The RSA reserves the right to invite some or all of the Tenderers to present their Tenders at a meeting with the RSA at a time to be arranged by the RSA.
- 4.7.2 Unless the RSA decides not to conduct such presentations, all marks remain provisional until the presentations have been conducted.
- 4.7.3 Tenderers **should note that they have no guarantee of being invited to present.** Tenderers should therefore ensure that they are satisfied with the content of their written Tender and should not assume that they will be afforded an opportunity to make a presentation.

- 4.7.4 The presentation will focus on verification of the details provided in the Tender. Verification will be sought by means of detailed exploratory questions related to the information provided.
- 4.7.5 Additional marks will not be awarded for the presentation. However, the presentation may be used to moderate the provisional marks awarded initially in respect of the Tender. For example, the provisional marks may be adjusted downwards in the event that the presentation fails to demonstrate the information set out in the Tender to the satisfaction of the RSA. Similarly, the provisional marks may be adjusted upwards in the event that the presentation has clarified and clearly demonstrated the information set out in the Tender to allay any concerns that the RSA may have had in this regard.
- 4.7.6 The person(s) presenting must be the person(s) proposed to work on the RSA account, if successful.
- 4.7.7 Tenderers should note that no additional material or documents can be given to the RSA at the presentation.
- 4.7.8 Full details of any arrangements will be provided prior to the date of the presentation (if any). All costs and expenses associated with such presentations shall be borne by the Tenderer. Failure to attend the presentation at the specified time may result in the elimination of the Tender, however the RSA reserves the right to facilitate a reschedule sought by a Tenderer, at its absolute discretion.
- 4.7.9 The scores will be finalised following the presentations.
- 4.7.10 The RSA will not provide verbal feedback to the Tenderer or to the presenters during or following the presentation.

5 TENDER EVALUATION

Tenderers should note that the steps outlined in this section 5 may be conducted in parallel or in a different order.

5.1 Completeness and Compliance

- 5.1.1 Tenders will be reviewed for completeness and compliance in accordance with clause 4.1 above.

5.2 Selection Criteria

- 5.2.1 All Tenderers must demonstrate that they can meet the Selection Criteria as set out in the table below. Tenderers will either **pass or fail** these Selection Criteria. **Tenderers that fail any of the Selection Criteria will be eliminated from the Competition and will not be assessed further.**

Selection Criteria	Weighting	Minimum Score Required
A. Turnover	Pass/Fail	Pass
B. Insurance	Pass/Fail	Pass
C. Tax Clearance	Pass/Fail	Pass
D. Professional Capacity	Pass/Fail	Pass

- 5.2.2 For the purpose of responding to this RFT, it shall suffice for the Tenderer to complete and submit either (i) the European Single Procurement Document (ESPD) or (ii) the Self Declarations set out in Part B1 of the Tender Response Form in respect of the following Selection Criteria only:

- A. Turnover
- B. Insurance
- C. Tax Clearance

- 5.2.3 Tenderers should note that the RSA reserves the right to seek evidence substantiating the declarations made in the ESPD or any Self Declarations made in the Tender at any time. If a Tenderer fails to produce the evidence within seven calendar days from the date of RSA request for such evidence (or such other period as RSA may indicate), the RSA reserves the right to take such steps as it deems appropriate.

- 5.2.4 Where a Successful Tenderer has been requested to provide evidence and fails to do so within the relevant period, the RSA reserves the right to award the Contract to the next highest ranked Tenderer.

5.3 Explanation of Selection Criteria

A. Turnover

- 5.3.A A Tenderer must have achieved a turnover of at least €2,000,000 in each of the three (3) previous financial years.

PLEASE NOTE:

- i. For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare, by way of ESPD or the Self Declaration in Part B1 of the Tender Response Form, that it can meet this requirement. The RSA reserves the right to seek evidence substantiating such declaration at any time.
- ii. Tenderers, upon request, must promptly provide the RSA with evidence of this turnover (e.g. an extract from its audited accounts), together with any additional information that the RSA may request for the purposes of assessing whether the Tenderer meets the stated minimum requirement. The information provided must be representative and accurate as at the date of submission of the Tender to the RSA.
- iii. Where, in accordance with clause 5.4, the Tenderer is relying on another entity to which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to, for example, reliance on a parent company's resources) to meet the minimum turnover requirements, the evidence required by this clause 5.3.A. must also be provided in respect of such parent company or other entity promptly upon request by the RSA.

B. Insurance

- 5.3.B1 The Successful Tenderer will be required, at a minimum, to take out and maintain at its sole cost and expense the insurance levels stated in the table below in line with Clause 12 (Insurance) of the Contract.

Insurance Type	Level Required
Employers Liability	€12,700,000 in respect of any one claim or series of claims arising out of a single occurrence.
Public Liability	€6,500,000 in respect of any one claim or series of claims arising out of a single occurrence
Professional Indemnity	€1,000,000 in the aggregate

- 5.3.B2 If the Successful Tenderer is a consortium, each member must meet each of the above requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.
- 5.3.B3 For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare, by way of ESPD or the Self Declaration in Part B2 of the Tender Response Form, that it can either holds the required insurances or undertakes to obtain the

required types and levels of insurance, if successful. The RSA reserves the right to seek evidence substantiating such declaration at any time.

5.3.C Tax Clearance

- 5.3.C1 Tenderers must have proof of valid tax clearance. It will be a condition of any contract award arising out of this Competition, that the Successful Tenderer shall, for the Contract Term, comply with all EU and domestic tax laws. The Successful Tenderer shall produce, prior to Contract award, evidence of their tax clearance status as described below. Tenderers are referred to www.revenue.ie for further information.
- 5.3.C2 For the purpose of responding to this RFT, it shall suffice for the Tenderer to declare by way of ESPD or Self Declaration in Part B3 of the Tender Response Form that they either hold or undertake to obtain the required types and levels of insurance, if successful. However, the RSA reserves the right to at any time require a Tenderer to substantiate this declaration, by supplying their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification of the Tenderer's tax status by the RSA. By supplying these numbers the Successful Tenderers acknowledge and agree that the RSA has the permission of the Successful Tenderer to verify its tax cleared position online. In the case of a non-resident Tenderer, a statement from the Revenue Commissioners confirming suitability on tax grounds may be supplied as an alternative to the Tax Clearance Access Number and Tax Reference Number.
- 5.3.C3 Tenderers will be given seven (7) calendar days (or such other period as RSA may indicate) to produce the relevant information. If a Tenderer fails to produce the information within the required period, the RSA reserves the right to (but is not obliged to) award the Contract to the next highest ranked Tenderer.

5.3.D Professional Capacity

- 5.3.D1 A Tenderer's Professional Capacity will be assessed in terms of its previous experience, which must be demonstrated by providing the details of two (2) contracts that have been successfully performed by the Tenderer in the last five (5) years (being the 60 months immediately prior to the Tender Submission Deadline).
- 5.3.D2 The contracts provided must be of similar scope and complexity to the Services sought under this Competition.
- 5.3.D3 Specifically, the contracts provided must relate to the management of a nationwide service and demonstrate the following:
- (i) Scheduling of nationwide events; **and**
 - (ii) Employment, management and co-ordination of regionally based individuals.
- 5.3.D4 Tenderers should note that it will not suffice to simply declare that the above requirement is met by way of ESPD or Self Declaration. The RSA requires Tenderers to demonstrate their Professional Capacity by reference to information

contained in the Tender (without prejudice to the RSA's rights pursuant to clause 4.1.8 of this RFT).

Tenderers should not submit more than two previous contracts in response to this criterion. If any Tenderer submits more than two previous contracts, then RSA will review the first two contracts only and will disregard the subsequent contract(s).

5.4 Reliance on Other Entities

5.4.1 Where in order to meet the Selection Criteria, a Tenderer relies on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to, for example, reliance on a parent company's resources), it must provide evidence that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. For example, a written undertaking from such an entity confirming that it will provide the necessary support will suffice for the purpose of responding to this RFT. Where an entity is being relied upon to demonstrate educational and professional qualifications or professional experience, the Tenderer may only rely on the capacity of other entities where such other entities will actually perform the services for which those capacities are required. If sufficient evidence is not provided, the RSA reserves the right to evaluate the Tender based on its own financial, economic and technical standing.

5.4.2 A contractual commitment (for example a financial guarantee or resource availability commitment) may be required at contract execution stage from any such supporting entity.

5.5 Award Criteria

5.5.1 Only Tenders which are not eliminated shall be evaluated in accordance with the Award Criteria as set out in the table below in order to identify the most economically advantageous Tender.

Award Criteria	Maximum Score Available	Minimum Score Required
A. Mobilisation Approach	150	90
B. Resourcing Approach	150	90
C. Data and Scheduling	150	90
D. Method Statement	200	120
E. Sustainability	50	30
F. Cost	300	n/a
Total Maximum Score Available	1000	n/a

- 5.5.2 To avoid elimination, Tenders must achieve the above specified Minimum Score Required under each of criteria A, B, C, D and E (“**the Quality Criteria**”).
- 5.5.3 Tenders that fail to achieve the Minimum Score Required under any quality Criterion will be eliminated from the Competition and such Tender shall not be assessed further. For the avoidance of doubt, such Tender shall not be compared against other Tenders in terms of any award criteria.

5.6 Explanation of Award Criteria

5.6.A Mobilisation Approach

- 5.6.A1 Mobilisation means the Tenderer’s proposed approach to mobilisation and set up of the Services.
- 5.6.A2 Under this criterion, Tenderers shall be assessed in terms of the proposed approach to service mobilisation and set up including the transition and recruitment of personnel, setting up of all personnel supports including fleet, and the extent to which it demonstrates that the Services will be fully operational by the Go-Live Date.
- 5.6.A3 Tenderers are required to complete Section C1 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.B Resourcing Approach

- 5.6.B1 Resourcing refers to the Tenderer’s proposed approach to resource the NRSES with the requisite number and quality of personnel and proposed strategies for their retention.
- 5.6.B2 Specifically, under this criterion tenders will be assessed in terms of suitability of proposed resourcing plan and retention strategies and the extent to which the proposed resourcing approach demonstrates that the Services will be delivered in line with the requirements set out in the RFT over the Contract Term.
- 5.6.B3 Tenderers are required to complete Section C2 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.C Data and Scheduling

- 5.6.C1 Data and Scheduling means the Tenderer’s proposed scheduling tool, and their proposed approach to data transfer and ensuring data quality.
- 5.6.C2 Under this criterion, Tenders shall be assessed in terms of the quality and suitability of the proposed scheduling tool and the extent to which the RSAs requirements in relation to data transfer and data quality are met.
- 5.6.C3 Tenderers are required to complete Section C3 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.D Method Statement

- 5.6.D1 Method Statement means the Tenderer's proposed approach to delivering the Services following go live date.
- 5.6.D2 Under this criterion, Tenders shall be assessed in terms of the Tenderer's proposed approach to development of the Programme Plan, service coverage, proposed fleet, approach to quality assurance and risk management, protecting the RSA brand and the extent to which the proposed approach demonstrates that the RSA's requirements are met.
- 5.6.D3 Tenderers are required to complete Section C4 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.E Sustainability

- 5.6.E1 Sustainability refers to the measures that the Tenderer would implement in the delivery of the Services to reduce the environmental impact.
- 5.6.E2 Tenderers are required to complete section C5 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.F Cost

- 5.6.F1 Cost means the Total Cost as calculated from the fees and rates quoted in the Pricing Schedule at Appendix 1 exclusive of VAT.
- 5.6.F2 Tenderers are required to submit a completed Pricing Schedule, Part A – itemised Fees, Part B – itemised Fees, and Additional Services furnished to this RFT as Appendix 1, completed in line with the instructions set out in the said Appendix 1.

PLEASE NOTE:

- i. Tenderers are not permitted to tender abnormally low or high rates or prices or amounts of any kind. If, in the RSA's opinion, having considered the information provided in the Pricing Schedule, any tendered amounts are deemed to be abnormally low or abnormally high, the RSA may require the Tenderer to provide further details of the constituent elements of the Tender or any other information which the RSA deems relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authorities' Contracts) Regulations 2016.
- ii. Any failure to provide such information, where requested, may lead to the exclusion of the Tender from further consideration. If, having considered the information provided, the RSA is of the view that the relevant tendered amounts are abnormally low or abnormally high, the RSA may reject the Tender.
- iii. The RSA may, without any responsibility for this, examine the details submitted in the Pricing Schedule for errors and omissions. The RSA reserves the right to correct Tenderers' completed Pricing Schedules for errors and/or omissions at its

absolute discretion, or to request the Tenderer to correct the completed Pricing Schedule if the RSA considers it appropriate to do so. The RSA shall not be under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Schedule. The RSA's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

- iv. The RSA does not undertake to accept the lowest Tender, or part or all of any Tender and the acknowledgement of receipt of any Tender shall not constitute any actual or implied agreement between the RSA and the Tenderer.

5.7 Scoring Mechanism

- 5.7.1 Cost - the lowest cost Tender (that has not been eliminated) shall be awarded the maximum score available under this criterion. The cost score of subsequent Tenders (which have not been eliminated) shall be calculated using the following formula:

$\frac{\text{The lowest cost Tender}}{\text{Cost of Tender being evaluated}}$	X	$\text{Maximum score available}$
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- 5.7.2 Responses under Award Criterion A, B, C, D and Award Criterion E will be evaluated bearing in mind the following:

Score Band	Description	Score
Outstanding	Response demonstrates that the Contract will be delivered to an exceptional standard. Minimal risk.	100% of the maximum score available
Excellent	Response demonstrates that the Contract will be delivered to an excellent standard. Minimal risk.	90% of the maximum score available
Very Good	Response demonstrates that the Contract will be delivered to a high standard. Little risk.	80% of the maximum score available
Good	Response demonstrates that the Contract will be delivered to a good standard. Little risk.	70% of the maximum score available
Acceptable	Response demonstrates that the Contract will be delivered to an acceptable standard. Acceptable risk.	60% of the maximum score available
Mediocre	Response does not sufficiently demonstrate that the Contract would be delivered to an acceptable standard. High risk.	40% of the maximum score available
Poor	Response demonstrates that the Contract would be delivered to a poor standard. Very high risk.	20% of the maximum score available
Very Poor	Either no response or the requirement is not addressed or addressed very poorly; very high risk	0% of the maximum score available

- 5.7.3 Tenderers should note that the statements in the description of the score band are separate and not cumulative.
- 5.7.4 Tenderers should not assume that the RSA or the evaluators are familiar with the Tenderer or their business and should note that responses to this RFT will be evaluated in their own right, based on the material submitted in the Tender response as may be clarified in accordance with this RFT. No unsolicited communications from Tenderers will be entertained during the evaluation period.

5.8 Award Decision

- 5.8.1 The RSA's decision on the outcome of the tender evaluation process will be communicated to Tenderers in writing.

5.9 The Contract

- 5.9.1 Tenderers are advised to carefully review the Contract at Appendix 7. Tenders submitted must be compliant with the terms of the Contract. Tenderers **may not** submit mark ups of the Contract with their Tender.
- 5.9.2 Any issues which a Tenderer may have with the proposed Contract must be raised by way of Tender query (in accordance with clause 4.5) prior to the Deadline for Queries. RSA may issue an updated version of the Contract to all Tenderers to reflect any updated position arising from any such queries (but for the avoidance of doubt the RSA is not obliged to make any amendments to the Contract arising from such queries).
- 5.9.3 Save for the Tenderer's commitment to keep its offer open for acceptance for the period specified in clause 4.3, no legal relationship or other obligation will arise between a Tenderer and the RSA (including with respect to the conduct of this Competition) unless and until the Contract has been formally executed in writing by the RSA and the Successful Tenderer and any conditions precedent have been fulfilled.
- 5.9.4 The RSA reserves the right not to award the Contract. The RSA further reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion. None of the information set out in this RFT will constitute a contract, or part of a contract, or an offer to enter into a contract (including with regard to this Competition), between the RSA and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to the RSA's ultimate decision in relation to the award of the contract for the Services.