



**REQUEST FOR TENDERS (RFT)
FOR THE PROVISION OF AN INTERACTIVE AND CONNECTED BREATHALYSER
TERMINAL SERVICE**

Contracting Authority	Road Safety Authority (RSA)
RSA Reference:	ET2607

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 clauses 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 4.1.9 of the RFT).

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APPENDIX 2 – TENDER RESPONSE FORM

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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 Operational Environment

The Road Safety Authority (RSA) is a non-commercial public 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 and has been self-financing since 2014.

The Department of Transport objective to promote and advance safety on our transport network has a clear link with the RSA mission to save lives and prevent injuries by reducing the number and severity of collisions on our roads.

The primary strategy for the Road Safety Authority is the [Government Road Safety Strategy 2021-2030](#), supported by the RSA Corporate Plan 2022 - 2025.

1.1.3 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, 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, Assurance and Standards

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)

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 thirty-six (36) months (the "**Initial Contract Term**") from the service go-live date ("**the Go-Live Date**").
- 1.3.6 The RSA reserves the right to extend the Initial Contract Term for a period of up to twenty-four (24) months, with a maximum of two (2) such extensions (each the "**Extended Contract Term**") up to a maximum duration of eighty-four (84) months on the same terms and conditions.
- 1.3.7 The Initial Contract Term and the Extended Contract Term(s) shall together constitute the "**Contract Term**".
- 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 PROVISION

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-contractors 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 Successful Tenderer 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**”), will be determined as a matter of law.

- 2.2.4 Tenderers should consult their own legal advisors as to the application of employment law and their obligations under it. The RSA is not making any representations, and is giving 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, Successful Tenderers, servants and/or agents), or the selection of the successful Tenderer(s), 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 **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 Contract Term, save where approved by the RSA in line with Part 4 of Schedule 2 (Payment) 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 (6) 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 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 amount or 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 the amount or 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 amount or approximate amount or 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 amount or approximate amount or terms of his 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 price 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 a statement confirming that they have taken account of their obligations pursuant to the Safety, Health and Welfare at Work Act 2005 as amended in relation to the provision of the Services sought under this Competition. Failure to make the statement set out in the Tenderer's statement at Appendix 5 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

- 3.1.1 The RSA is seeking to enhance road safety through scalable, technology-enabled behavioural interventions. As part of this commitment, the RSA previously conducted a pilot programme aimed at giving people real-time feedback on their alcohol levels and helping them make informed decisions before getting behind the wheel.
- 3.1.2 As part of the pilot programme, the RSA introduced interactive breathalyser terminals at various events, concerts, festivals, and premises across the Republic of Ireland as an education measure to help drivers get feedback on their breath alcohol levels.
- 3.1.3 These breathalyser terminals:
- (i) incorporated an interactive digital touchscreen for displaying:
 - (a) road safety advertising messages;
 - (b) the necessary Terms & Conditions (T&C's) for user acceptance prior to conducting a breath test;
 - (c) an integrated questionnaire that must be completed before test results are issued to the user; and
 - (ii) digitally measured and reported on the terminal's status, usage, consumable levels, etc.
- 3.1.4 Research from the pilot programme indicated that almost half of the people tested underestimated their level of impairment. Over 24,000 tests were conducted across Ireland as part of the programme with 45% of people tested thinking that they were under the legal limit, while their breath test results exceeded the legal limit. Further information on the pilot can be found [here](#).
- 3.1.5 The RSA now wishes to award a contract for the ongoing provision on an interactive and connected breathalyser terminal service as further described in section 3 of this RFT.

3.2 Scope of the Contract

- 3.2.1 The scope of the Contract comprises the mobilisation, management and operation of an interactive and connected breathalyser terminal service ("**the Breathalyser Service**").
- 3.2.2 Specifically, the Successful Tenderer shall be responsible for:
- (i) the provision of interactive and connected breathalyser terminals ("**the Terminals**") together with their associated installation components and consumables;
 - (ii) strategic deployment planning services including, research of venues events, negotiation / liaising with venues, event organisers, and RSA stakeholders, as required;
 - (iii) delivery and installation of Terminals;
 - (iv) provision of demonstrations to RSA staff, event staff, or venue staff;
 - (v) remote monitoring and telemetry services;

- (vi) remote digital content update services;
- (vii) support and maintenance services;
- (viii) data collection and reporting; and
- (ix) contract management.

(hereinafter referred to collectively as “**the Services**”).

- 3.2.3 Tenderers **must** be able to provide and must tender for the provision of **all** of the Services. Tenders may **not** be submitted for part(s) of the Services and any such Tenders received shall be rejected.
- 3.2.4 Tenderers should note that the use of partners / sub-contractors is permitted. Where relying on partners / sub-contractors, Tenderers should pay particular attention to section 5.4 of this RFT and must include details of their proposed partners / sub-contractors in their Tender.
- 3.2.5 The RSA may from time-to-time over the Contract Term require the Successful Tenderer to provide additional services (“**Additional Services**”). Such Additional Services may include, but are not limited to:
 - (i) Deployment, management and maintenance of additional Terminals in varying installation types on a short-term and / or long-term basis;
 - (ii) development and delivery of alternative Terminal designs and / or installation types (e.g. fixed wall-mounted Terminals, or such other installation types as may be agreed between the RSA and the Successful Tenderer);
 - (iii) development of new and/or additional data collection and/or reporting methods.
- 3.2.6 Where Additional Services are required, they shall be agreed and paid for in line with clause 3.9 of the Contract – furnished as Appendix 7 to this RFT.

3.3 Mobilisation and Service Set Up

- 3.3.1 Unless otherwise communicated, the RSA expect to award the Contract in early February 2027 with an expected Go-Live Date no later than the end of March 2027.
- 3.3.2 During the period between Contract award and the agreed Go-Live Date, the Successful Tenderer will be expected to mobilise and set up the Breathalyser Service, completing all activities necessary to ensure that it is fully operational by the Go-Live Date – see clause 4 (The Mobilisation Services) of the Contract for more information.
- 3.3.3 To facilitate this, Tenderers are required to submit their proposed plan for mobilisation of the Breathalyser Service (“**the Mobilisation Plan**”) which must clearly demonstrate how they will mobilise and set up the Breathalyser Service – see 5.6.C for further instructions.
- 3.3.4 Tenderers should note that they must have the resources, tools, and capacity necessary to commence mobilisation immediately after contract award and to ensure successful commencement of the Breathalyser Service by the agreed Go-Live Date.

3.4 Specification of Requirements for the Terminals

3.4.1 Each Terminal and its associated components must meet the requirements listed in 3.4.2 to 3.4.10 below.

3.4.2 Physical Dimensions

3.4.2.1 The proposed Terminal (including its various components and mounts) must meet the maximum physical dimension requirements set out in Table 1 below when installed in a free-standing or a wall-mounted configuration:

Table 1: Maximum Physical Dimensions

Dimension Type	Max. Measurement
Maximum Combined Weight (all components when installed)	50kg
Maximum Height (including stands/mounts)	180cm
Maximum Width (including stands/mounts)	60cm
Maximum Depth (including stands/mounts)	70cm

3.4.3 General Functionality

3.4.3.1 The proposed Terminal must facilitate the user journey set out in Table 2 below at a minimum:

Table 2: Required User Journey

Step	Description
1	User reads and accepts an on-screen disclaimer / terms & conditions prior to using the Terminal.
2	User completes an on-screen, RSA-nominated questionnaire / survey.
3	User provides a breath sample for the Terminal to test.
4	User disposes of their mouthpiece in the waste disposal bin provided (see 3.4.5 and 3.4.6 of this RFT for more information).
5	User receives on-screen feedback regarding their approximate breath alcohol level and advice regarding safety to drive per below: • Type 1 (No Alcohol Detected) – user advised to drive safely if no alcoholic beverage has been consumed; • Type 2 (Alcohol Present) – user advised that alcohol has been detected, and it is recommended to refrain from driving and find a safe way home; and • Type 3 (High Alcohol) – user advised that their result is above the legal limit, and it is recommended to refrain from driving and find a safe way home.

Note: the above represents the current user journey. The RSA reserves the right to revise the user journey and the associated on-screen advisories, prompts, questionnaires, surveys, etc. over the term of the Contract. Any such changes shall be made in line with the change control procedure set out in Schedule 4 (Change Control Procedure) of the Contract.

3.4.3.2 The proposed Terminal must be operable **without the need for payment or use of a token of any kind**.

3.4.3.3 The proposed Terminal must be capable of carrying out a minimum of one breath alcohol test per minute (excluding the time taken to complete any on-screen surveys).

3.4.3.4 The proposed Terminal must monitor the continuity of exhalation and the volume provided in order to identify whether an acceptable breath sample has been provided for analysis. The Terminal must indicate when a sufficient specimen has been provided.

3.4.3.5 The Terminal must also indicate when an insufficient specimen has been provided with associated prompts for the user to start again.

3.4.4 Breathalyser Component

Each Terminal must incorporate a breath alcohol test device ("**Breathalyser Component**") that meets the following minimum specification:

3.4.4.1 Each Breathalyser Component must be accredited to EN15964 or equivalent, supported by test reports from an independently accredited test house.

In particular, the Breathalyser Component must meet the Maximum Permissible Error (MPE) as defined in EN15964:

- (i) MPE is 2 µg/100ml for alcohol concentrations up to and including 20 µg/100ml;
- (ii) MPE is ±10% of the nominal concentration for alcohol concentrations above 20 µg/100ml.

3.4.4.2 The Breathalyser Component must operate with disposable mouthpieces.

3.4.4.3 The Breathalyser Component in each Terminal must be calibrated to 22µg/100ml breath alcohol concentration (BrAC) using wet or dry gas.

3.4.4.4 The RSA reserves the right to amend or update the required specification over the Contract Term in line with the change control procedure set out in Schedule 4 (Change Control Procedure) of the Contract.

3.4.5 Disposable Mouthpieces

3.4.5.1 The disposable mouthpieces and associated packaging supplied by the Successful Tenderer must be made from recycled materials and must be easily recyclable in the Republic of Ireland.

3.4.6 Waste Disposal Bins

3.4.6.1 Each Terminal must have an accompanying waste disposal bin for disposable mouthpieces and packaging, and this waste disposal bin must be attached to or incorporated into the Terminal's installation configuration.

3.4.7 Interactive Touchscreen Display

3.4.7.1 Each Terminal must incorporate a low-energy interactive touchscreen display that:

- (i) measures a minimum of 24 inches and a maximum of 30 inches;
- (ii) has a minimum resolution of 1920x1080 pixels in (vertical / portrait orientation);
- (iii) has a minimum pixel density of 92 pixels per inch (ppi); and
- (iv) supports the following media formats: PNG, JPEG, and MP4.

3.4.8 Connectivity and Telemetry

3.4.8.1 Each Terminal must maintain a constant internet connection in the Republic of Ireland via the incorporation of all of the following technologies:

- (i) 4G/5G;
- (ii) Wi-Fi; and
- (iii) Ethernet.

3.4.8.2 Each Terminal must:

- (i) transmit real-time data and usage statistics to the Successful Tenderer for correlation and reporting purposes – see 3.15 of the RFT for more information; and
- (ii) allow remote login and monitoring in order for the Tenderer to carry out remote troubleshooting, remote software updates, feature / content changes, bug fixes, etc. reducing the need for onsite maintenance;

3.4.9 Media Capabilities

3.4.9.1 Each Terminal must display short colour video commercials / advertisements or still colour images to promote road safety as agreed with the RSA. Note: sound functionality is **not** required.

3.4.10 Installation Functionality

3.4.10.1 Each Terminal must be capable of being installed in a free-standing configuration or a fixed, wall-mounted configuration.

3.4.10.2 For avoidance of doubt, all relevant stands, mounts, fixings and cables are to be supplied by the Successful Tenderer.

3.5 **Types and Number of Terminals Required**

Tenderers should note that there are **two** distinct fleets of Terminals required as detailed in this section 3.5.

3.5.1 Core Fleet Terminals

3.5.1.1 The “**Core Fleet Terminals**” will be required on a full-time basis.

3.5.1.2 The Core Fleet Terminals shall be deployed and installed by the Successful Tenderer indoors at various locations (e.g. universities, hotels, bars, nightclubs, sporting venues, etc.) in line with the Annual Deployment Plan referred to in section 3.7 of the RFT.

3.5.1.3 **20 Core Fleet Terminals** are required.

3.5.2 Summer Fleet Terminals

3.5.2.1 The “**Summer Fleet Terminals**” represent a separate and distinct fleet to the Core Fleet Terminals and, unless otherwise agreed, will only be required for the months of **May to September** each year.

3.5.2.2 The Summer Fleet Terminals will be deployed by the RSA and/or its agents both indoors and outdoors at various high-profile, high-volume events, concerts, or festival during the months of May to September each year (e.g. Galway Races, music concerts, Electric Picnic, the National Ploughing Championships, etc.).

3.5.2.3 **20 Summer Fleet Terminals** are required.

3.5.3 Tenderers should note that the RSA reserves the right to amend the number of Core Fleet Terminals or Summer Fleet Terminals required over the Contract Term in line with its business requirements and budgetary availability. Any such changes shall be dealt with in line with the Change Control Procedure set out in Schedule 4 (Change Control Procedure) of the Contract.

3.6 Service Delivery Overview

3.6.1 Tenderers should note that a wider service delivery model is required for the Core Fleet Terminals, while a leaner service delivery model is required in respect of the Summer Fleet Terminals as summarised in Table 3 below. Tenderers are directed to sections 3.7 to 3.15 of the RFT for specific details of the service requirements for each Fleet type.

Table 3: Service Delivery Requirements per Fleet Type

Service Element	Fleet Type	
	Core Fleet Terminals	Summer Fleet Terminals
Annual Deployment Planning (see 3.7 of the RFT)		
<i>Research and shortlisting of venues and events for inclusion in the Annual Deployment Plan</i>	✓	-
<i>Development of a draft Annual Deployment Plan for RSA approval</i>	✓	-
<i>Pitching and liaising with venues and/or event organisers</i>	✓	-
Delivery and Installation (see 3.8 and 3.9 of the RFT)		
<i>Delivery of the relevant Terminals together with their associated installation components, flight cases, and consumables for the required period of use</i>	✓	✓
<i>Installation of Terminals</i>	✓	-
Handover / Demonstration (see 3.10 of the RFT)		
<i>Handover and demonstration of the Terminals to the RSA, its agents, or venue staff, as applicable</i>	✓	✓
Support and Maintenance Services (see 3.11 and 3.12 of the RFT)		
<i>Support Helpline</i>	✓	✓
<i>Troubleshooting & Resolution</i>	✓	✓

<i>Planned Maintenance</i>	✓	-
Remote Monitoring and Telemetry (see 3.13 of the RFT)		
<i>Remote Monitoring and Telemetry</i>	✓	✓
<i>Real-Time Data Collection and Transmission</i>	✓	✓
Digital Content Update Services (see 3.14 of the RFT)		
<i>Update of digital content, as required</i>	✓	✓
Collection of Data and Reporting (see 3.15 of the RFT)		
<i>Real-Time Data Dashboard</i>	✓	✓
<i>Reporting</i>	✓	✓

3.7 Annual Deployment Planning – Core Fleet Terminals

- 3.7.1 The Successful Tenderer shall be required to develop a strategic plan for the annual deployment of the **Core Fleet Terminals** (“**the Annual Deployment Plan**”) and submit same for the RSA’s approval each year.
- 3.7.2 Unless otherwise agreed, the Annual Deployment Plan must include, at a minimum:
- (i) details of the specific venues where the Successful Tenderer proposes to deploy the Core Fleet Terminals for the coming contract year in order to meet the requirements set out in the Briefing Document for the coming year (see 3.7.3 below);
 - (ii) the rationale for the selection of those venues relative to the requirements set out in the Briefing Document; and
 - (iii) the forecasted usage figures for the Core Fleet Terminals to be placed in those venues.
- 3.7.3 To facilitate the development of the Annual Deployment Plan each year, the RSA shall provide to the Successful Tenderer a briefing document each year that will outline the key deployment principals and details of the key geographic / demographic locations and audiences which the Successful Tenderer shall be required to incorporate into the Annual Deployment Plan for the coming year (“**the Briefing Document**”).
- 3.7.4 For the first year of the contract:
- (i) the Briefing Document for 2027 has been provided at Appendix 9 to this RFT for reference; and
 - (ii) the Successful Tenderer shall be required to submit their proposed Annual Deployment Plan as part of service mobilisation – see clause 4 of the Contract.
- 3.7.5 Unless otherwise agreed, for subsequent contract years:
- (i) the RSA shall provide the Briefing Document for the coming contract year by the end of Q3 each year;
 - (ii) the Successful Tenderer shall submit their proposed Annual Deployment Plan for the coming contract year for RSA approval within twenty (20) Business Days of receipt of the Briefing Document;

- (iii) the RSA shall formally approve or reject the Annual Deployment Plan no later than ten (10) Business Days after the date on which it is first delivered to the RSA;
 - (iv) if the RSA rejects the Annual Deployment Plan or part of same, the RSA shall inform the Successful Tenderer in writing of its reasons for its rejection. The Successful Tenderer shall then revise the Annual Deployment Plan or part of same (taking reasonable account of the RSA's comments) and shall re-submit a revised Annual Deployment Plan (or part thereof) to the RSA for the RSA's approval within ten (10) Business Days of the date of the RSA's notice of rejection. The provisions of 3.7.5 (iii) to (iv) shall apply again to any resubmitted Annual Deployment Plan, and any disputed matters shall be dealt with in accordance with clause 26 (Dispute Resolution) of the Contract.
 - (v) once the Annual Deployment Plan has been approved by the RSA, the Successful Tenderer and / or its nominated partners / sub-contractors shall oversee the implementation of the Annual Deployment Plan redeploying the Core Fleet Terminals (where necessary) in a timely manner and in accordance with the Annual Deployment Plan; and
 - (vi) the Successful Tenderer shall notify the RSA of any actual or potential delays in the implementation of the Annual Deployment Plan and its likely impact on the Successful Tenderer's ability to achieve the relevant timeframes as soon as reasonably practicable upon becoming aware of such failure.
- 3.7.6 Unless otherwise agreed, the Successful Tenderer shall be required to have pitched to and secured interest from the proposed venues listed in their proposed Annual Deployment Plan **prior** to submitting their proposed Annual Deployment Plan for RSA approval each year.
- 3.7.7 For the avoidance of doubt, the requirements of this section 3.7 **do not** apply to the Summer Fleet Terminals which shall be deployed and installed by the RSA and/or its agents – see 3.9.3 below for more information.

3.8 Delivery and Installation of Core Fleet Terminals

- 3.8.1 The Successful Tenderer shall be responsible for all aspects of the shipping and delivery of the required Core Fleet Terminals together with:
- (i) their associated installation components;
 - (ii) their transportation / flight cases; and
 - (iii) sufficient consumables to cover the required period of use – see section 3.5 of the RFT for more information.
- 3.8.2 Unless otherwise agreed, the delivery location for the Core Fleet Terminals shall be at the relevant venues set out in the Annual Deployment Plan.
- 3.8.3 The Successful Tenderer shall be required to install the Core Fleet Terminals in the relevant venues and perform light cleaning of the Terminal and the installation area to ensure that the area is left in a safe and presentable manner before leaving the site.
- 3.8.4 Prior to installation, the Successful Tenderer shall be required to ensure that:

- (i) a site specific risk assessment and method statement has been completed for the given venue; and
 - (ii) a third party loan agreement or similar written agreement is in place with the given venue detailing the terms and conditions under which the Core Fleet Terminal is being provided for public use at their venue.
- 3.8.5 Following installation, the Core Fleet Terminals will remain in situ unless a redeployment is required in accordance with clauses 3.6 to 3.8 below in which case the requirements of this clause 3.8 will apply to any such redeployed Core Fleet Terminals.
- 3.8.6 Unless otherwise agreed, if any Core Fleet Terminals Terminal is not performing as originally forecasted under the agreed Annual Deployment Plan for a period of more than two (2) months consecutively, the given Terminal shall be redeployed to an agreed alternative location bearing in mind the principles set out in the Briefing Document for the given contract year. Such redeployments (if any) shall be at no additional cost to the RSA.
- 3.8.7 The RSA may from time-to-time require that one or more of the Core Fleet Terminals be redeployed to an alternative location (i.e. other than the intended venue in the agreed Annual Deployment Plan). Such cases are expected to be limited to circumstances such as identification of a greater need for the given Core Fleet Terminal at an alternative location or at a targeted event.
- 3.8.8 The Core Fleet Terminals may also need to be redeployed in circumstances where an alternative venue has been proposed and approved in the Annual Deployment Plan for the next contract year.
- 3.8.9 The RSA acknowledges that a redeployment under clause 3.8.7 or 3.8.8 may incur an additional charge. The additional charges for such redeployments (if any) shall be agreed between the RSA and the Successful Tenderer on a case-by-case basis bearing in mind the fees quoted in Part 1 of the Pricing Schedule.

3.9 Summer Fleet Terminal Delivery and Collection

- 3.9.1 The Successful Tenderer shall be responsible for all aspects of the shipping and delivery of the required Summer Fleet Terminals together with:
 - (i) their associated installation components;
 - (ii) their transportation / flight cases; and
 - (iii) sufficient consumables to cover the required period of use – see section 3.5 of the RFT for more information.
- 3.9.2 Unless otherwise agreed:
 - (i) the delivery location for the Summer Fleet Terminals shall be at an RSA nominated address in Co. Dublin, Ireland each year; and
 - (ii) the Successful Tenderer shall be required to collect the Summer Fleet Terminals from that same address at the end of the required period each year.
- 3.9.3 For avoidance of doubt, the Successful Tenderer shall not be required to deploy or install the Summer Fleet Terminals as these will be deployed and installed by the

RSA and/or its agents at the various summer events, concerts, or festivals, as appropriate.

3.10 Handover / Demonstration

- 3.10.1 The Successful Tenderer shall be required to ensure that a demonstration is provided to the RSA, its agents, or venue staff, as appropriate upon delivery of the relevant Terminals throughout the Contract Term.
- 3.10.2 In the case of the Core Fleet Terminals, the demonstration provided to venue staff must, at a minimum, cover: use of the Terminal, cleaning of the Terminal, re-stocking of consumables, and on-site troubleshooting.
- 3.10.3 In the case of the Summer Fleet Terminals, the demonstration provided to the RSA or its agents must, at a minimum, cover: installation, setup, use of the Terminal, cleaning of the Terminal, re-stocking of consumables, dismantling and packaging of the Terminal, and on-site troubleshooting.
- 3.10.4 The Successful Tenderer shall also be required to ensure that supporting manuals and guidance content are made available to the RSA and its agents to facilitate the safe installation, use, dismantling, and re-deployment of the Summer Fleet Terminals.

3.11 Support and Maintenance Requirements – Core Fleet Terminals

- 3.11.1 The Core Fleet Terminals are expected to be installed in locations such as universities, hotels, bars, nightclubs, sports venues etc. The Successful Tenderer shall therefore be required to provide a remote support helpline to be monitored during a window appropriate to the venue types where the Terminals are to be deployed in line with the Annual Deployment Plan. For avoidance of doubt, this support helpline shall be for the reporting, troubleshooting and resolution of any faults or issues identified with the Core Fleet Terminals ("**Core Fleet Terminal Support**").
- 3.11.2 Tenderers are required to provide details of their proposed approach to Core Fleet Terminal Support in their Tender – see 5.6.C and C.3 of the Tender Response Form for further information.
- 3.11.3 The Successful Tenderer shall be required to ensure that any faults or issues identified with the Terminals (if any) are resolved in line with 3.11.4 to 3.11.6 below.
- 3.11.4 Where onsite presence is required to troubleshoot any fault / issue identified with a Core Fleet Terminals Terminal, the Successful Tenderer will be required to liaise with the relevant venue staff as appropriate to obtain on-site feedback to aid the Successful Tenderer in troubleshooting the fault or issue.
- 3.11.5 Where the fault / issue **can** be resolved remotely by the Successful Tenderer, they shall be required to resolve same in line with the agreed Service Levels set out in Schedule 7 (Service Levels) of the Contract.
- 3.11.6 Where the fault / issue **cannot** be resolved remotely by the Successful Tenderer and requires onsite maintenance and/or repair and/or replacement, the Successful Tenderer will be required to carry out the required onsite maintenance and/or repair and/or replacement as necessary in line with the agreed Service Levels set out in Schedule 7 (Service Levels) of the Contract.

3.11.7 Note:

- (i) where the required onsite maintenance and/or repair and/or replacement is **not** a result of misuse by the RSA, its agents, or the public, then this shall be at no additional cost to the RSA;
- (ii) where the required onsite maintenance and/or repair and/or replacement **is** a result of misuse or breakage by the RSA, its agents, or the public, then the costs for same shall be agreed between the RSA and the Successful Tenderer on a case-by-case basis.

3.11.8 The specific response times and resolution times for the Core Fleet Terminals Support shall be finalised between the RSA and the Successful Tenderer prior to the execution of the Contract. To facilitate this, Tenderers are required to include their proposed response and resolution timeframes in their Tender – see 5.6.C of the RFT and C.3 of the Tender Response Form for further information.

3.11.9 The Successful Tenderer shall also be required to put in place a planned maintenance schedule which must include, at a minimum, a yearly on-site service for every Core Fleet Terminal consisting of:

- (i) a certified wet or dry gas calibration at 22µg/100ml breath alcohol concentration (BrAC) level performed directly on-site. Certificates to be provided to the RSA within 7 days of calibration;
- (ii) a deep clean;
- (iii) the proactive replacement of internal plastic wear-and-tear components; and
- (iv) a comprehensive preventive check of all internal mechanical and electrical components.

3.12 Support and Maintenance Services – Summer Fleet Terminals

3.12.1 The Summer Fleet Terminals will be deployed and installed by the RSA and/or its agents at high-profile, high-volume events / festivals / concerts which generally take place over the course of 1-5 days and can take place on weekdays or at weekends / over bank holidays both during the day and early into the morning (i.e. up to 2am Irish Local Time).

3.12.2 The Successful Tenderer shall be required to provide a remote support helpline to support the given events / festivals / concerts (which may include out of hours / weekend / bank holidays) ("**Summer Fleet Terminal Support**").

3.12.3 Although the finer details of the summer event schedule for 2027 are still being finalised, it is expected that the schedule will be similar to the event schedule for 2026 - see Appendix 10 to this RFT for reference. For the purposes of responding to this Competition, Tenderers are required to provide details of their proposed approach to Summer Fleet Terminal Support on the basis of Appendix 10 – see 5.6.C and C.3 of the Tender Response Form for further information.

3.12.4 The Successful Tenderer shall be required to ensure that any faults or issues identified with the Summer Fleet Terminals are resolved in line with 3.12.5 to 3.12.7 below.

3.12.5 Where onsite presence is required to troubleshoot any fault / issue identified with a Summer Fleet Terminals Terminal, the Successful Tenderer will be required to liaise

with the RSA and/or its agents and/or their nominated on-site representative, as appropriate to obtain on-site feedback to aid the Successful Tenderer in troubleshooting the fault or issue.

- 3.12.6 Where the fault / issue **can** be resolved remotely by the Successful Tenderer, they shall be required to resolve same in line with the agreed Service Levels set out in Schedule 7 (Service Levels) of the Contract.
- 3.12.7 Where the fault / issue **cannot** be resolved remotely by the Successful Tenderer and requires onsite maintenance and/or repair and/or replacement, the Successful Tenderer will be required to carry out the required onsite maintenance and/or repair and/or replacement as necessary in line with the agreed Service Levels set out in Schedule 7 (Service Levels) of the Contract.
- 3.12.8 Note:
- (iii) where the required onsite maintenance and/or repair and/or replacement is **not** a result of misuse by the RSA, its agents, or the public, then this shall be at no additional cost to the RSA;
 - (iv) where the required onsite maintenance and/or repair and/or replacement **is** a result of misuse or breakage by the RSA, its agents, or the public, then the costs for same shall be agreed between the RSA and the Successful Tenderer on a case-by-case basis.
- 3.12.9 The specific response times and resolution times for Summer Event Support shall be finalised between the RSA and the Successful Tenderer prior to the signature of the Contract. To facilitate this, Tenderers are required to include their proposed response and resolution timeframes in their Tender – see 5.6.C and C.3 of the Tender Response Form for further information.
- 3.12.10 While no planned maintenance schedule is required in respect of the Summer Fleet Terminals, the Successful Tenderer shall be required to ensure that the Summer Fleet Terminals are fully serviced, calibrated, and ready for use prior to their delivery to the RSA and/or its agents, and evidence of such servicing and calibration must be made available to the RSA where requested.

3.13 Remote Monitoring / Telemetry

- 3.13.1 The Successful Tenderer shall be required to use the remote monitoring / telemetry functionality mentioned in 3.4 of the RFT to:
- (i) carry out remote monitoring, remote troubleshooting, software updates, and bug fixes for **all** Terminals to avoid Terminal downtime and minimise the need for onsite maintenance; and
 - (ii) ensure the geotagging and security of all Terminals; and
 - (iii) remotely monitor consumable stock levels for all Terminals and notify the RSA, its agents, or the relevant venue when there is a need to re-stock Terminals so as to avoid any downtime.

3.14 Digital Content Update

- 3.14.1 The Successful Tenderer will be required to provide a remote digital content update service whereby the digital content displayed on the Fleet Terminals can be updated or changed remotely by the Successful Tenderer at any time over the Contract Term.
- 3.14.2 For the avoidance of doubt, the types of digital content that may need to be changed / updated over the Contract Term includes, but is not limited to:
- (i) the disclaimer / T&Cs text that is to be accepted by the user prior to using the Terminal;
 - (ii) on-screen branding and / or logos;
 - (iii) on-screen display messages or measurement units;
 - (iv) road safety advertisement videos / graphics / banners;
 - (v) RSA surveys / questionnaires;
 - (vi) changes in breath alcohol limits; etc.
- 3.14.3 Where the RSA requests a change to any of the aforementioned digital content, the RSA will provide the relevant instructions and/or digital content, and the Successful Tenderer will be required to update the content on all Terminals within 48 Hours of receipt of the request from the RSA.

3.15 Data Collection, Collation, and Reporting Requirements

- 3.15.1 The Successful Tenderer shall be required to use the real-time data transmission functionality mentioned in 3.4 of the RFT to collate and make available to the RSA a **live dashboard** that displays, at a minimum, **real-time** data regarding the usage statistics for each Terminal, the specifics of which are to be agreed between the RSA and the Successful Tenderer upon execution of the Contract.
- 3.15.2 The Successful Tenderer will be required to provide to the RSA the monthly reports as set out in Table 4 below to the RFT.

Table 4: Required Monthly Reports

Report Name	Applicable Fleet	Description	Frequency
Test Data Report	Core Fleet Terminals and Summer Fleet Terminals	A report containing the anonymised breathalyser test data from each Terminal in the given month.	Monthly Basis (within 5 working days of month end)
Core Fleet Terminals Performance Report	Core Fleet Terminals Only	Containing a summary of key metrics relating to the Core Fleet Terminals including: deployment locations, test volumes per Terminal for the given month, cumulative test volumes per Terminal YTD, key trends / statistics from test and survey responses for the given month.	

- 3.15.3 In addition to the Monthly Reports set out in Table 4 above, the Successful Tenderer shall be required to provide a summary report following the completion of each summer event / festival / concert, as appropriate ("**Summer Event Report**"). Each

Summer Event Report is to be sent to the RSA **within 24 hours** of the completion of the given event / festival concert detailing the key trends and outputs from the given event (e.g. number of Terminals, on-site locations / geo tags, number of tests carried out, survey statistics, breath tests statistics, peak usage statistics, etc.). Details from these summary reports may be used by the RSA in its media coverage or online channels and for future planning.

- 3.15.4 The RSA reserves the right to amend / update the structure and form of the required reports over the Contract Term subject to the Change Control Procedure set out at Schedule 4 of the Contract.
- 3.15.5 All data collected by the Successful Tenderer in the performance of the Contract is to be the property of the RSA and must not be used for anything other than for the purpose it was collected.
- 3.15.6 It will be the responsibility of the Successful Tenderer to ensure that all data is recorded and treated appropriately in line with General Data Protection Regulations.
- 3.15.7 The Successful Tenderer may from time-to-time be required to collate and / or transfer to the RSA (in excel or csv format) other data gathered in the performance of the Services at no extra cost to the RSA.
- 3.15.8 Unless otherwise agreed, the Successful Tenderer may also be required to prepare ad-hoc reports from time-to-time (e.g. following a parliamentary request, CEO updates etc.) and such reports shall be provided at no extra cost to the RSA.

3.16 Sustainability

- 3.16.1 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.

3.17 Service Levels and Key Performance Indicators (KPIs)

- 3.17.1 The performance of the Successful Tenderer shall be measured and tracked on a **monthly** basis in accordance with the Service Levels and KPIs set out in Schedule 7 (Service Levels) of the Contract.
- 3.17.2 The achievement of the Services Levels and KPIs will be a condition for contract extension (if any).

3.18 Communications and Contract Management

- 3.18.1 Tenderers must nominate a dedicated relationship manager ("**the Contractor's Relationship Manager**") who will, if the Tenderer is successful in being awarded the Contract, act as the primary contact person to the RSA and who will have overall responsibility for ensuring the delivery of the Services.
- 3.18.2 The nominated Contractor's Relationship Manager must have the authority to deal with matters arising in relation to the Contract.

- 3.18.3 Unless otherwise agreed, all communications in relation to the Contract must be directed to the RSA's nominated relationship manager ("**the RSA Relationship Manager**") via email.
- 3.18.4 Unless otherwise agreed, a teleconference meeting shall take place on a Monthly basis between the RSA's and the Contractor's Relationship Managers to review performance against the KPIs and discuss any enhancement / improvement ideas and / or plans for upcoming events / requirements. Tenderers should note that the achievement of the KPIs will be a key metric in the RSA's decision regarding contract extension.
- 3.18.5 The Successful Tenderer may be required to attend additional ad-hoc teleconference meetings as required throughout the Contract Term to ensure the smooth running of the Services. The Successful Tenderer's attendance at these teleconference meetings shall be at no additional cost to the RSA.
- 3.18.6 The Successful Tenderer may also be required to attend on-site meetings / conferences from time-to-time over the Contract Term. In such cases, the travel arrangements and associated costs (if any) shall be agreed on a case-by-case basis between the RSA and the Successful Tenderer.

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) A Mobilisation Plan – see 3.3 of the RFT;
- (iv) 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);
- (v) the Conflict of Interest Declaration attached to this RFT as Appendix 4;
- (vi) the Tenderer's Statement attached to this RFT as Appendix 5; and
- (vii) the Non-Collusion Certificate attached to this RFT as Appendix 6.

4.1.2 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 the Successful Tenderer at the 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 10 are provided for information purposes only.

4.1.3 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 in order to ensure they provide a comprehensive response to the RSA's requirements.

4.1.4 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.

4.1.5 Tenderers are not permitted to make any alteration whatsoever to the Pricing Schedule, 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 and saving in a PDF format, in line with requirements of 4.2.6 of this RFT.

4.1.6 All documents requiring a signature **must** be signed by an authorised signatory of the Tenderer, such as a Director or Partner of the Tenderer or any person with powers of representation, decision-making or control in relation to the Tenderer.

4.1.7 All prices set out in the Pricing Schedule must be fully priced in euros (€), totalled and exclusive of VAT. Applicable VAT rate must be shown separately.

- 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 their Tender via the eTenders post-box facility on www.etenders.gov.ie by **10:00am Irish Local Time on Friday 4 December 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 Please note that maximum size limits may apply to submissions and/or file uploads on the eTenders website. Please refer to the eTenders website for more definitive guidance on limits in this regard.
- 4.2.5 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.

- 4.2.6 Tenders should be submitted in PDF format to ensure document compatibility.
- 4.2.7 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.
- 4.2.8 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 not address queries to, or communicate with, the RSA other than in the manner provided for in this section 4.
- 4.5.2 Tenderers may submit queries via the eTenders website (Question and Answer function) at www.etenders.gov.ie. Queries may not be made verbally or by any other means.
- 4.5.3 Queries must be submitted not later than **5:00pm Irish local time on Thursday 12 November 2026 ("Deadline for Queries")**, although the RSA reserves the right (but is not obliged to) respond to queries received after the Deadline for Queries. The RSA will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. The RSA does not propose 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 4.5.7 to 4.5.9 below, the RSA will not make responses or clarifications to individual Tenderers privately, unless the response to the query is of no relevance or importance to other Tenderers.

- 4.5.5 RSA Replies will be issued via the eTenders website by **6:00pm Irish Local Time on Wednesday 25 November 2026**.
- 4.5.6 No approach of any kind in connection with this RFT can be made to any other person within, or associated with, the RSA and any attempt to do so may, at the RSA's absolute discretion, result in the elimination of the Tenderer from further participation in this Competition.
- 4.5.7 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).
- 4.5.8 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.
- 4.5.9 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 online Tenderers Briefing on the afternoon of **Tuesday 3 November 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 avoidance of doubt, the specification of requirements will not be discussed and any questions relating to same 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 **Monday 2 November 2026**.
- 4.6.3 The time and link to 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 Terminal Inspection – Tender Evaluation Stage

- 4.7.1 The RSA reserves the right to inspect the Terminals proposed by some or all of the Tenderers at their premises or such other location as may be agreed between the RSA and the Tenderer (each a "**Terminal Inspection**").
- 4.7.2 Unless the RSA decides not to conduct such Terminal Inspections, all marks remain provisional until the Terminal Inspections have been conducted.
- 4.7.3 Tenderers should note that they have **no guarantee of being selected for a Terminal Inspection**. 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 for their proposed Terminals to be inspected by the RSA.

- 4.7.4 The Terminal Inspection will focus on verification of the details provided in the Tender. Verification will be sought by means of the RSA inspecting a **single** sample of the proposed Terminal and by way of detailed exploratory questions related to the Terminals proposed.
- 4.7.5 Additional marks will not be awarded for the Terminal Inspection. However, the Terminal Inspection 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 Terminal Inspection 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 Terminal Inspection has clarified and clearly demonstrated the information set out in the Tender to allay any concerns or queries that the RSA may have had in this regard.
- 4.7.6 Unless otherwise agreed with the RSA, the Terminal Inspection shall take place at the Tenderer's premises.
- 4.7.7 Full details of any arrangements, including the Terminals to be inspected, will be provided a minimum of 2 weeks prior to the date of the Terminal Inspection (if any). Failure to facilitate a Terminal Inspection, where requested, 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.
- 4.7.8 The Tender scores will be finalised following the Terminal Inspections.
- 4.7.9 The RSA will not provide verbal feedback to the Tenderer during or following the Terminal Inspection.

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 B of the Tender Response Form (Appendix 2 to the RFT) in respect of the following Selection Criteria only:

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

- 5.2.3 For the avoidance of doubt, Tenderers may not simply respond to Selection Criterion D (Professional Capacity) by way of ESPD or Self Declaration. A full response to Criterion D is required to be provided with the Tender.

- 5.2.4 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.

- 5.2.5 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

5.3.A Turnover

5.3.A.1 A Tenderer must have achieved a turnover of at least €300,000 in each of the **two** previous financial years.

5.3.A.2 Tenderers should note that:

- 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 B.1 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 its 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.2 must also be provided in respect of such parent company or other entity promptly upon request by the RSA.

5.3.B Insurance

5.3.B.1 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 16 (Insurance) of the Contract.

Insurance Type	Minimum Indemnity Limit Level Required
Employers Liability (or equivalent)	Minimum legal requirement or market standard in terms of employer's liability insurance / equivalent worker compensation scheme for the country in which the Tenderer operates.* (e.g. €13million if operating in the Republic of Ireland, etc.).
Public Liability	€6,500,000
Product Liability	€6,500,000

** Note: If Tenderer does not operate in Ireland but the Tenderer's employees are required to travel to Ireland to perform elements of the Services, then additional Employer's Liability cover may be required.*

- 5.3.B.2 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.B.3 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 B.2 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.

5.3.C Tax Clearance

- 5.3.C.1 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. Tenderers 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.C.2 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 B.3 of the Tender Response Form that they can meet the above requirement. 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.C.3 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.D.1 A Tenderer's Professional Capacity will be assessed in terms of its previous experience, which must be demonstrated by providing the details of **two previous contracts** that have been successfully performed by the Tenderer (or the entity being relied upon pursuant to 5.4 of the RFT) in the **last five (5) years** (being the 60 months immediately prior to the Tender Submission Deadline).
- 5.3.D.2 The contracts provided must be similar in scope, nature and complexity to the Services sought under this Competition.
- 5.3.E.3 For avoidance of doubt, a '*similar contract*' means a contract that included the provision of interactive breathalyser terminals similar to those that the Tenderer proposes to provide in respect of this Competition.

- 5.3.E.4 Tenderers may not 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).
- 5.3.E.5 Tenderers should not submit more than two previous contracts in response to this criterion. If any response to this criterion consists of more than three previous contracts, then RSA will review the first three only and will disregard subsequent reference contracts.

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 Tenderer 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 on the basis of the Selection Criteria 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. Proposed Terminal	200	120
B. Resources	100	60
C. Method Statement	350	210
D. Sustainability	100	n/a
E. Cost	250	n/a
Total	1000	n/a

- 5.5.2 Tenders must achieve the above specified Minimum Score Required (which equates to 60% of the Maximum Score Available) under each of Award Criteria A, B, and C.

- 5.5.3 Tenders that fail to achieve the Minimum Score Required under Award Criterion A, or B, or C will be eliminated from the Competition, and such Tender shall not be assessed further. For the avoidance of doubt, such Tender's Pricing Schedule will not be included in the calculation for the purpose of determining Cost scores and such Tender will not be compared against other Tenders under any Award Criteria.

5.6 Explanation of Award Criteria

5.6.A Proposed Terminal

- 5.6.A.1 This criterion refers to the proposed Terminal including its components and functionality.
- 5.6.A.2 Under this criterion, Tenders will be assessed in terms of the quality and suitability of the proposed Terminal and the extent to which it demonstrates that the RSA's requirements would be met.
- 5.6.A.3 Tenderers are required to complete section C.1 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.B Resources

- 5.6.B.1 This criterion refers to the individuals proposed to implement, manage and support the Breathalyser Service and to manage the relationship with the RSA over the Contract Term (**"the Key Account Personnel"**), including their qualifications, individual specialist knowledge and expertise.
- 5.6.B.2 Tenders will be assessed in terms of the quality and relevance of the Key Account Personnel proposed and their ability to meet the RSA's requirements over the Contract Term.
- 5.6.B.3 **Tenderers should note that** the same individual can be proposed to fulfil more than one role, and more than one individual can be proposed per role.
- 5.6.B.4 **Tenderers should further note that** if they are successful in the Competition, the individuals proposed in response to this award criterion will be the Key Account Personnel listed in Schedule 3 of the Contract.
- 5.6.B.5 Tenderers must provide the information on their proposed Key Account Personnel by copying and completing the '*Individual Profile*' table at section C.2 of the Tender Response Form provided at Appendix 2 to this RFT.

5.6.C Method Statement

- 5.6.C.1 This criterion refers to the Tenderer's proposed approach to the delivery of the Services including:
- (i) developing the Annual Deployment Plan;
 - (ii) mobilisation of the Breathalyser Service;
 - (iii) provision of ongoing support and maintenance over the Contract Term; and

(iv) data collation, analysis, and reporting;

5.6.C.2 Under this criterion, Tenders will be assessed in terms of the quality and suitability of their proposed approach and the extent to which it demonstrates that the RSA's requirements would be met.

5.6.C.3 Tenderers are required to complete section C.3 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.C.4 Tenderers are also required to provide a Mobilisation Plan which, at a minimum, must address the following:

- (i) the key milestones from contract signature through to delivery, installation, and handover of the Core Fleet Terminals to the relevant venue staff taking account of the requirements of the RFT and clauses 4 and 5 of the Contract;
- (ii) the associated tasks and timelines relating to those milestones;
- (iii) associated inter-dependencies between those tasks (including where RSA input is required); and
- (iv) the resources assigned to the completion of each task.

Note: for the purposes of this responding to this RFT, Tenderers should use an indicative contract award date of early February 2027 in their Mobilisation Plan.

5.6.D Sustainability

5.6.D.1 This criterion refers to the Tenderer's proposed approach to incorporating sustainability measures into the delivery of the Services to minimise the environmental impact of the Services to the greatest degree possible.

5.6.C.2 Under this criterion, Tenders will be assessed in terms of the quality and suitability of the proposed approach and the extent to which it demonstrates that the environmental impact resulting from the Contract would be minimised.

5.6.C.3 Tenderers are required to complete section C.4 of the Tender Response Form at Appendix 2, in line with the instructions provided in Appendix 2.

5.6.E Cost

5.6.E.1 *Cost* means the Total Cost as calculated from the fees quoted in the Pricing Schedule at Appendix 1 exclusive of VAT.

5.6.E.2 Tenderers are required to submit a completed Pricing Schedule furnished to this RFT as Appendix 1, completed in line with the instructions set out in the said Appendix 1.

5.6.E.3 Tenderers should note that:

- (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:

$\frac{\text{The lowest cost Tender}}{\text{Cost of Tender being evaluated}} \times \text{Maximum score available}$

- 5.7.2 *Quality Criteria* – responses under Award Criteria A, B, and C will be evaluated in terms of their quality and merits and on a relative basis against other valid tenders received, 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 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.