

Participants of the Tender.

Re: **Tender No. 36/17 for the Design, Acquisition, Installation, Integration, Training, Support and Maintenance of an Automated Vehicle Occupancy Detection System**

Response to Questions and Requests for Clarifications of the Tender Documents

Ayalon Highways Co. Ltd. (the "**Company**") is hereby publishing response to questions and requests for clarifications of the Tender Documents submitted by the participating Bidders. For your convenience, please find attached the marked amended Agreement according to the answers provided by the Company.

No.	Section	Question/Answer
Questions regarding Volume A - TENDER CONDITIONS AND INSTRUCTIONS		
1.	1.2.3.7	<p>Question: "Each system shall include seamless transfer of data between systems that have an interface with the Central Management and Control System" - As the number and nature of the required interfaces is not clear at this moment, this cannot be a "hard" objective in our view. We can provide professional services to create those interfaces as soon as the specifications are clear. We could provide a "lump sum" in our financial offer as an estimate but not as a firm commitment.</p> <p>Answer: The Contractor will be required to provide an Application Program Interface (API) according to Section 6.6 of the SOW. Development of interfaces to additional peripheral systems that interface with the Central Management and Control System (such as billing, enforcement etc.) are part of the optional stage, and the payment for the aforesaid will be made based on the professional</p>

		services fees proposed in the Bid. Please see the detailed information as set forth in Section 2.3.4 of the Agreement.
2.	1.3.1.1	Question: Please clarify the alternative : "Purchase of a comprehensive AVOD system that supports 100 km (not continuous) of special traffic lanes."
		Answer: As detailed in the Tender Documents, different technologies may be acceptable, subject to compliance with all the requirements specified in the Tender Documents. In order to compare between the various proposals, the Company allows to offer a Bid which includes 20 AVOD System units, <u>or</u> a comprehensive AVOD system that supports 100 km. These alternatives are to the Bidder's choice, according to the type of technology it offers.
3.	1.3.3.2	Question: Please break down the number or road segments, lengths and number of existing toll gantries on each?
		Answer: Such information is unknown at this stage.
4.	1.3.3.2	Question: Statutory approvals - is the Company handle all relevant permits for installation of equipment and the like?
		Answer: Please see answer to question 62 below.
5.	1.3.4	Question: We would like to insert the following at the end of the Clause: "and such assignment shall not derogate from the Contractor's rights under the Agreement".
		Answer: The request is accepted.
6.	1.6.3	Question: Please extend the submission deadline in few weeks.
		Answer: The request is accepted. Please see clarification notice published by the Company on 25.10.2017.
7.	1.6.3	Question: What is the timeframe for selecting qualified Bidder(s) for proof of concept, and ultimately for final selection and 8 year contract commitment?
		Answer: The Company intends to complete the aforementioned processes as soon as possible. In addition, it is hereby clarified that the term of the Agreement is not for 8 years as mentioned in this question. The term of the Agreement is as detailed in Section 23 of the Agreement.
8.	5.4	Question: At the end of the Clause we wish to include the following: "In the event that the Company makes any changes and/or amendments to the Technical Documents submitted by the Bidder, the provisions of section 24 [Change Request] of the Agreement shall apply."
		Answer: The Section shall remain unchanged.
9.	15.4	Question: "The Winning Bidder shall execute the required finalizations and/or modifications within 2 business days from the date of the Company's requirement". Can the deadline be extended beyond 2 days?
		Answer: The request is accepted. The deadline specified in Section 15.4 of the Tender Conditions and Instructions shall be amended to 30 days.
10.	18.9	Question: Please amend this Clause according to which the Bidder shall be entitled to submit any document of any nature whatsoever in

		<p>Hebrew without the need to receive the prior written consent of the Company, provided that such language is the original language of such documents.</p> <p>Answer: The Section shall remain unchanged.. Notwithstanding, Bidders may submit official documents issued by Israeli authorities in Hebrew.</p>
11.	Appendix 10	<p>Question: We are considering a set up where we will be Major Subcontractor to an Israeli firm. Can you confirm this would prevent us from having to fill in Appendix 10?</p> <p>Answer: The Major Subcontractor must comply with and fulfill the requirements of the Mandatory Tenders Regulations (Mandatory Industrial Cooperation) 5767 – 2007, represented by the Industrial Cooperation Authority ("ICA"). For the convenience of the participants only, following is a link to the ICA website: http://www.ica.gov.il/eng/ The Bidders may contact the ICA directly.</p>
Questions regarding Volume B – AGREEMENT		
12.	1.9.16	<p>Question: We request deleting the following sentence from this Clause: "The determination of whether and to what extent a Defect has occurred will be made by Company in its sole and exclusive discretion". In addition to the above, we wish to add the following at the end of the Clause: "For the avoidance of doubt, it is hereby clarified that a defect shall only be deemed a Defect under this Agreement if it was caused by a reason directly attributable to the Contractor".</p> <p>Answer: The above said sentence will be deleted (as requested). The rest of the Section will remain unchanged.</p>
13.	1.9.24	<p>Question: We request deleting the following words from the Clause: "and/or is implied by the Agreement".</p> <p>Answer: The Section shall remain unchanged.</p>
14.	4.4	<p>Question: We request deleting this Clause entirely.</p> <p>Answer: The Section shall remain unchanged.</p>
15.	4.5.3	<p>Question: We request adding the following at the end of this Clause: "The provisions of this section 4.5 shall not apply to any reasonable wear and tear and any repair of damages by the Contractor shall solely apply to those damages caused by reasons directly attributable to the Contractor."</p> <p>Answer: The Section shall remain unchanged. Please see Section 19 of the Agreement.</p>
16.	4.6.2	<p>Question: We wish to insert the words: "unnecessary and avoidable", before the words: "disruption to the ongoing traffic".</p> <p>Answer: Agreed. Section will be amended such that it will read: "Furthermore, the Contractor undertakes that during the performance of the Installation it will prevent any unnecessary and avoidable disruption, and will minimize any other distribution, to the ongoing traffic on any road and in their vicinity".</p>

17.	4.8.3	<p>Question: We wish to insert the following at the end of the Clause: "to the extent such damage was caused by reasons directly attributable to the Contractor".</p> <p>Answer: The Section shall remain unchanged. Please see Section 19 of the Agreement.</p>
18.	4.10.2	<p>Question: We wish to amend sub paragraph (a) of this Clause according to which the payment of the Contractor's direct costs shall apply as of the first day of suspension, and to delete the limitation of the aggregate days of suspension per year. We wish to insert a new sentence at the end of the Clause as follows: "For the avoidance of doubt, in any event of suspension by the Company pursuant to this Clause 4.10, and without derogating from the above, the Contractor shall be entitled an adjustment of the time schedule for completion of the Works in accordance with the period of the suspension."</p> <p>Answer: Sub paragraph (a) shall remain unchanged. The new sentence will be added to the Agreement.</p>
19.	4.10.3	<p>Question: We wish to insert a new Clause 4.10.3 as follows: "The Company's right to suspend the Works under this Clause 4.10 shall only apply for a period of 60 consecutive days and/or 120 days during a 12- month period (the "Suspension Cap"). In the event the Company exceeds the Suspension Cap, then, without derogating from any remedy available to the Contractor, the Contractor shall be entitled to terminate this Agreement in accordance with section 23.6 below."</p> <p>Answer: The Section shall remain unchanged.</p>
20.	4.12.1	<p>Question: After the words "potholes and/or bumps that may have been created in the Site", we wish to insert the following: "as a result of the Works and by the Contractor".</p> <p>Answer: Section 4.12.1 shall be amended such that it will read: "Upon Acceptance, the Contractor shall remove all tools and leave the whole of the Site clean and in a workmanlike condition to the reasonable satisfaction of the Company. The Site shall be restored to its original state, as may be necessary, including any potholes and/or bumps that may have been created in the Site as a result of the Works and by the Contractor, to the reasonable satisfaction of the Company."</p>
21.	4.13.1	<p>Question: We wish to insert the words: "by it", after the words: "liable for damages caused".</p> <p>Answer: Section 4.13.1 will be amended such that it will read: "The Contractor shall be solely liable for damages caused as a result of any of its acts or omissions, in connection with the Installation for any reason"</p>
22.	4.13.2	<p>Question: We wish to insert the words: "unnecessary avoidable", before the words: "interruptions".</p> <p>Answer: Agreed. Section will be amended such that it will read: "The Site is surrounded by roads used by the general public – Contractor warrants that no damages or unnecessary\avoidable interruptions shall be caused with regards to any such roads"</p>
23.	4.13.4	<p>Question: We request deleting this Clause entirely.</p> <p>Answer: The Section shall remain unchanged.</p>
24.	4.1.3.5	<p>Question: At the end of the first sentence we request adding the following: "unless liability is a result of the Company's acts and/or omissions and/or a breach of the Company's obligations hereunder".</p>

		<u>Answer:</u> The Section shall remain unchanged.
25.	4.13.6	<u>Question:</u> We request deleting this Clause entirely.
		<u>Answer:</u> The Section shall remain unchanged.
26.	4.13.7	<u>Question:</u> We request replacing the words: "due to any reason, including floods, storm winds etc." with the following: "due to reasons solely attributable to the Contractor".
		<u>Answer:</u> The Section shall remain unchanged.
27.	5.2	<u>Question:</u> In the second sentence, we request replacing the number: "14" by the number: "30".
		<u>Answer:</u> The number "14" will be replaced by the number "21"
28.	6.4	<u>Question:</u> In the third line of the Clause, after the word "Defects", we wish to insert the following: "to the extent caused by reasons attributable to the Contractor". At the end of this Clause, we request replacing the words: "on demand" with the following: "subject to the indemnification mechanism specified in Clause 18.2 of the Agreement".
		<u>Answer:</u> The last sentence of the Section will be amended such that it will read: "All costs reimbursable to Company under this Section 6 shall be due and payable on demand, subject to the indemnification mechanism specified in Section 18.2 of this Agreement". The rest of the Section shall remain unchanged.
29.	8.6	<u>Question:</u> We request adding the words: "provided that the Company provides the Contractor with reasonable grounds in writing for such request", after the words: "connection with the Project without the written permission of Company".
		<u>Answer:</u> Section 8.6 shall be amended such that it will read: "Contractor shall be obliged to inform Company of any change in the list of Staff. Company shall have the right to object to any such change. Without derogating from the above, the Company shall have the right to require that the Contractor remove from the Site and/or the Project any person employed by Contractor or by a Subcontractor, even if the Company previously agreed to the employment of such person, and such person shall not be again employed at Site and/or in connection with the Project without the written permission of Company provided that the Company provides the Contractor with reasonable grounds in writing for such request. For the avoidance of doubt it is being clarified that notwithstanding the aforesaid, any such removal shall be made at the Company's sole and absolute discretion. Any person so removed from the Site and/or Project shall be replaced as soon as possible and in any event no later than seven days of removal, by a competent substitute, pre-approved by Company. The above shall not cause any delay in the Schedule set forth in this Agreement, and shall not entitle the Contractor to any right or remedy."
30.	9.2	<u>Question:</u> At the end of the Clause, we request adding the following: "provided that the Company provides the Contractor with reasonable grounds in writing for such request".
		<u>Answer:</u> Section 9.2 shall be amended such that it will read: Company may, at any time, require the Contractor to remove and replace the Project Manager and/or any other Additional Staff in which case the Contractor shall, after receiving written notice of

		such request, remove such Project Manager and/or any other Additional Staff, as appropriate, from the Project and promptly replace that Project Manager and/or any other Additional Staff, as appropriate with another skilled and experienced person, pre-approved in writing by Company, provided that the Company provides the Contractor with reasonable grounds in writing for such request. For the avoidance of doubt it is being clarified that notwithstanding the aforesaid, any such removal and replacement shall be made at the Company's sole and absolute discretion."
31.	10.7	Question: At the end of the first sentence, we wish to insert the following: "provided that the Company provides the Contractor with reasonable grounds in writing for such request".
		Answer: Section 10.7 shall be amended such that it will read: "In the event that the Company shall determine, at its sole discretion, that any Subcontractor and/or any person acting on its behalf is not suitable to carry the Project, Company may instruct their evacuation from the Site, and the Contractor shall duly comply with such instruction at its own expense. In this event, the Contractor shall carry out the works itself or promptly find a suitable replacement pre-approved in writing by Company, provided that the Company provides the Contractor with reasonable grounds in writing for such request. For the avoidance of doubt it is being clarified that notwithstanding the aforesaid, any such evacuation shall be made at the Company's sole and absolute discretion."
32.	13	Question: We request deleting this Clause entirely.
		Answer: The Section shall remain unchanged.
33.	14.1	Question: We request amending this Clause according to which the license will be granted for the Project alone, will not be transferable and will be given under agreed terms of an escrow agreement with the supplier of AVOD System. In addition to a perpetual use license, What events/circumstances will Company require access to source code?
		Answer: It is being clarified that (i) the license is required solely for the Project; (ii) other than as set forth under Section 14.4 the Company does not require access to the Contractor's source code and (iii) the license will be transferable, upon assignment of the entire Agreement by the Company.
34.	15.6	Question: We request adding the following at the end of this Clause: "Notwithstanding anything to the contrary in this Agreement, the Parties hereby acknowledge that the consideration set forth in this Clause 15 remains subject to: (i) any changes and/or variation to the Works/SOW and/or to the design and/or the schedule issued by Company; (ii) any changes in the regulatory requirements and/or demands of any authority; and/or (iii) any changes in law. In the event that any such change occurs and as a result thereto the said consideration and/or any of the Contractor's costs and/or expenses increases, the said consideration shall be adjusted accordingly."
		Answer: The Section shall remain unchanged. Please see answer to question 52 below
35.	16	Question: Please clarify whether the Performance Guarantee will be decreased or replaced by a new guarantee. At the end of the Clause we wish to add the following: "The Company shall provide the Contractor a 14 days prior written warning before exercising the Performance Guarantee".

		<p><u>Answer:</u> The Performance Guarantee will be decreased or replaced by a new guarantee, by the contractor's choice.</p> <p>The Company shall notify the Contractor of its intention to issue a demand for payment pursuant to the Performance Guarantee to the guarantor, at least 7 days prior to the date of delivery of such demand.</p>
36.	18.1	<p><u>Question:</u> We wish to make the following amendments to the Clause: "Contractor shall defend, indemnify and hold Company, its affiliates, the licensees (set forth in Section 14.1 above) and their respective officers, directors, employees, shareholders, customers, agents, successors and assigns ("Indemnified Parties") harmless from and against any and all damages, liabilities, claims, settlement and losses arising out of, resulting from or in any manner related to: (i) injury, bodily harm, sickness, disease, death or damage to property in connection with any act or omission of the Contractor in performing its obligations under this Agreement, including without limitation the Installation; (ii) employment issues in respect of an employee/Staff of Contractor and/or its Subcontractors (such as but not limited to salary, social security, health insurance); (iii) breach of this Agreement for reasons solely attributable to the Contractor, including without limitation breach of any representations and/or warranties set forth herein; (iv) any acts, errors or omissions by Contractor its Staff and/or Subcontractors in performing its obligations hereunder; (v) any claim of product liability in connections with the AVOD System; (vi) damage to or loss of any property, real or personal, to the extent that such damage, loss or expense arises out of, in the course of or by reason of the actions or omissions of the Contractor in the remedying of Defects or (vii) any claim which alleges that the Project, the AVOD System (or any components thereof) including without limitation the use, manufacture, import, service, support, enhancement, modification design and/or construction thereof, infringe upon, misappropriate and/or violate any Intellectual Property Rights or other proprietary rights of persons, firms or entities who are not parties to this Agreement."</p> <p><u>Answer:</u> The Section will be amended such that it will read:</p> <p>"Contractor shall defend, indemnify and hold Company, its affiliates, the licensees (set forth in Section 14.1 above) and their respective officers, directors, employees, shareholders, customers, agents, successors and assigns ("Indemnified Parties") harmless from and against any and all damages, liabilities, claims, settlement and losses arising out of, resulting from or in any manner related to: (i) injury, bodily harm, sickness, disease, death or damage to property in connection with any act or omission of the Contractor in performing its obligations under this Agreement, including without limitation the Installation; (ii) employment issues in respect of an employee/Staff of Contractor and/or its Subcontractors (such as but not limited to salary, social security, health insurance); (iii) breach of this Agreement, including without limitation breach of any representations and/or warranties set forth herein; (iv) any acts, errors or omissions by Contractor its Staff and/or Subcontractors in performing its obligations in connection with this Agreement; (v) any claim of product liability in connections with the AVOD System; (vi) damage to or loss of any property, real or personal, to the extent that such damage, loss or expense arises out of, in the course of or by reason of the actions or omissions of the Contractor in the remedying of Defects or (vii) any claim which alleges that the Project, the AVOD System (or any components thereof) including without limitation the use, manufacture, import, service, support, enhancement, modification design and/or construction thereof, infringe upon, misappropriate and/or violate any Intellectual Property Rights or other proprietary rights of persons, firms or entities who are not parties to this Agreement."</p>

37.	18.2	<p>Question: At the end of the section we wish to insert the following: "The Company shall not be entitled to reach any settlement with respect to a claim it believes it is entitled to indemnification under this section, without the Contractor's prior written consent. The provisions of this section 18.2 shall apply to any and all of Contractor's obligation to indemnify the Company under this Agreement."</p> <p>Answer: The Section shall remain unchanged.</p>
38.	19.1	<p>Question: We request deleting the words "and 18" from this Clause.</p> <p>Answer: The Section shall remain unchanged.</p>
39.	21.1	<p>Question: After the words: "in the event of Contractor's breach of its obligations herein", We request adding the words: "and provided that such breach was not remedied by the Contractor within 14 days of Company written notice to the Contractor explaining the breach".</p> <p>Answer: Section 21.1 will be amended such that it will read:</p> <p>Without derogating from any relief and/or remedy the Company may have under any law and/or agreement, the Company may act as follows, alternately or cumulatively, whether during the Term of this Agreement Period, in the event of Contractor's breach of its obligations herein and provided that such breach, if curable, was not remedied by the Contractor within 14 days of Company written notice to the Contractor explaining the breach:</p>
40.	22.1	<p>Question: We request:</p> <p>(1) amending the 3-day period into 14 days.</p> <p>That the provisions of this Clause 22.1 shall be subject to the following: (1) such delay was caused due to reasons directly attributable to the Contractor; and (2) the total amount of liquidated damages to be paid under this section 22.1 shall not exceed USD 500.</p> <p>Answer: The Section shall remain unchanged.</p>
41.	22.2	<p>Question: We request that the provisions of this Clause 22.2 shall be subject to the following: (1) such failure was caused due to reasons directly attributable to the Contractor; (2) such failure was not remedied within 10 days of Company's written notice to Contractor; and (3) the total amount of liquidated damages to be paid under this section 22.2 shall not exceed USD 1000 per each Performance Default Event.</p> <p>Answer: The Section shall remain unchanged.</p>
42.	22.3	<p>Question: We request that the provisions of this Clause 22.3 shall be subject to the following: (1) such failure was caused due to reasons directly attributable to the Contractor; (2) such failure was not remedied within 10 days of Company's written notice to Contractor; and (3) the total amount of liquidated damages to be paid under this section 22.3 shall not exceed USD 300 per each day of delay.</p> <p>Answer: The Section shall remain unchanged.</p>
43.	22.4	<p>Question: We request that the provisions of this section 22.4 shall be subject to the following: (1) such failure was caused due to reasons directly attributable to the Contractor; (2) such failure was not remedied within 10 days of Company's written notice to Contractor; and (3) the total amount of liquidated damages to be paid under this section 22.4 shall not exceed USD 300 per each whole day of unavailability.</p> <p>Answer: The Section shall remain unchanged.</p>

44.	22.5	<p>Question We request that the provisions of this section 22.5 shall be subject to the following: (1) such failure was caused due to reasons directly attributable to the Contractor; (2) such failure was not remedied within 10 days of Company's written notice to Contractor; and (3) the total amount of liquidated damages to be paid under this section 22.5 shall not exceed USD 400 per each day of delay.</p>
		<p>Answer: The Section shall remain unchanged.</p>
45.	22.6	<p>Question: We request that the provisions of this section 22.6 shall be subject to the following: (1) such failure was caused due to reasons directly attributable to the Contractor; (2) such failure was not remedied within 10 days of Company's written notice to Contractor; and (3) the total amount of liquidated damages to be paid under this section 22.6 shall not exceed USD 500 per each whole day of unavailability.</p>
		<p>Answer: The Section shall remain unchanged.</p>
46.	22.7	<p>Question: We request replacing the number: "10" by the number: "5".</p>
		<p>Answer: The Section shall remain unchanged.</p>
47.	22	<p>Question: At the end of this Clause, we wish to add the following: "For the avoidance of doubt, it is hereby clarified that, the liquidated damages set forth in this section 22 shall be the Company's sole and exclusive remedy for any of the events detailed in any of sections 22.1-22.6 above."</p>
		<p>Answer: The Section shall remain unchanged.</p>
48.	23.2	<p>Question: We wish to amend this Clause to be mutual and apply on the Company as well.</p>
		<p>Answer: The Section shall remain unchanged.</p>
49.	23	<p>Question: At the end of this Clause, we wish to add the following: "For the avoidance of doubt, it is hereby clarified that such termination shall be the Company's sole and exclusive remedy for any of the events detailed in this Section."</p>
		<p>Answer: The Section shall remain unchanged.</p>
50.	23.2.5	<p>Question: After the words: "in the event that the agreement between the Contractor and the Major Subcontractor expires and/or terminated", We request adding the words: "provided that the Contractor was not able to find a replacement to the Major Subcontractor, suitable to the Company, within 14 days of such termination/expiration"</p>
		<p>Answer: The Section shall remain unchanged.</p>
51.	23.6	<p>Question: We wish to add a new section 23.6 as follows: "The Contractor shall be entitled to terminate this Agreement in any of the following events: If the Company fails to make a payment due to the Contractor under this Agreement and fails to remedy such defect within 14 days of Contractor's written notice to Company. If the Company exceeds the Suspension Cap as detailed in section 4.10.3 above."</p>
		<p>Answer: The Section shall remain unchanged.</p>
52.	24	<p>Question: We wish to apply a change in law mechanism according to which.</p>

		<p>Answer: The following provision will be added under new Section 24.1.6:</p> <p>In the event of a change in Law following the Effective Date that will require changes to the Work in order for the Project to comply with the requirements of the Law, the Contractor will be entitled to: (i) appropriate adjustment of the time schedule for completion of the Works and (ii) reimbursement for the costs incurred by the Contractor as a result of the aforesaid change in Law, but provided that: (a) reimbursement will be paid only for the actual costs incurred by the Contractor as a result of implementing such changes and only for costs exceeding US \$30,000 per AVOD System (the "Threshold"), and in such case the Contractor will be reimbursed only for the costs exceeding the Threshold; (b) changes and costs will be pre-approved in writing by the Company; and (c) without derogating from the Contractor's warranty, the Company will be entitled to make the changes by itself and/or through subcontractor.</p>
53.	26.1	<p>Question: We wish to amend this Clause to be mutual and grant the Contractor compensation for any suspension due to Force Majuro.</p> <p>Answer: The Section shall remain unchanged.</p>
54.	27.7.2	<p>Question: We request amending this Clause according to which a change in control inside the Contractor's group or due to IPO will not violate this Clause.</p> <p>Answer: The first sentence of the Section will be amended such that it will read: "Contractor may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of Company, which shall not be unreasonably withheld".</p>
55.	27.7.2	<p>Question: We request adding the following at the end of this Clause: "and the Contractor's rights under this Agreement".</p> <p>Answer: Section 27.7.2 shall be amended such that it will read: "Company may freely assign its rights and obligations herein, in whole or in part, without any limitations and/or the requirement for any approval, to any governmental and/or public body and/or agency, governmental office (including the MOT) and/or to any other concessioner operating on their behalf, and that such assignment shall not derogate from any of the Contractor's obligations and the Contractor's rights under this Agreement."</p>
56.	27.9	<p>Question: We wish to amend this Clause to be mutual.</p> <p>Answer: The Section shall remain unchanged.</p>
57.	2.2	<p>Question: Not everything in the SOW is clearly defined, for instance needed interfaces. The above is too broad to be reasonable. In spirit we agree but we might need limitations on certain aspects. Contractor can only guaranty the elements of a clearly defined solution.</p> <p>Answer: Please clarify the question.</p>
58.	2.3	<p>Question: It is unclear what the complete term of the agreement will be. If we understand correctly it is two years of Basic stage and eight years of Optional stage. Please confirm or correct. Although the contractor can exercise elements of the optional phase during the optional period there can be limitations to reaction time and price due to the need to (re) start activities at the side of the Contractor.</p>

		<p>Answer: Your understanding is correct. Subject to the terms of the Agreement, warranty is provided for 2 years following the acceptance of the applicable system and optionally to additional 8 years. Additional systems may purchased during a period of 10 years following the execution of the Agreement.</p> <p>The following sentence will be added at the end of Section: In the event that a period of more than 1 year will lapse between the Acceptance of a last AVOD System Unit and the order of the following Additional Unit, the amount payable in consideration for such Additional System unit will be increased by 10%.</p>
59.	3.3	<p>Question: What is the definition of reasonable? We think this should be clarified. And the termination presumably would be in accordance with the termination provisions elsewhere in the contract (that provide for notice, an opportunity to cure, etc.)</p> <p>Answer: The Section will be amended such that it will read: "If revisions to the Plans, as required under the SOW are not made by the Contractors within a reasonable time, at Company's sole discretion, Company may terminate this Agreement, by providing the Contractor with a 7 days prior written notice, without derogating from any rights and remedies available to Company by contract and/or law."</p>
60.	3.5	<p>Question: Unless, presumably, the approval itself includes provisions for an additional payment or permits a delay in the schedule. So it might be good to add "unless otherwise stated in the approval document" or something similar.</p> <p>Answer: Section 3.5 shall be amended such that it will read: "Neither (i) any approval of the Plans, nor (ii) the implementation pursuant to Sections 3.1 - 3.3 above of any modification as a condition to such approval, shall constitute a Change Request and no additional payment of any kind or delay in the Schedule shall be granted in respect of such approval or modification, unless otherwise stated in the approval document."</p>
61.	3.6	<p>Question: There may be minimum space requirements for proper installation of the equipment and Contractor should not be held accountable do perform what may be impossible to do (i.e., install equipment at the optimal location when it is not possible.) So we would suggest some caveat along the lines of "unless made impossible by space, permitting, or other restrictions outside the control of the Contractor...."</p> <p>Answer: The Contractor is solely responsible for the accuracy of the Plan. To the extent an unexpected event will occur the parties will discuss in good faith, subject to the Company having the final say.</p>
62.	4.1	<p>Question: In our view not in line with article 1.3.3 of the Tender Conditions and Instructions. We understood that the Company would obtain the necessary permits as part of its responsibility for obtaining Statutory approvals.</p> <p>Answer: Section 4.1 of the Agreement shall remain unchanged. Section 11 of the SOW and Section 1.3.3 of the Tender Conditions and Instructions will be amended such that it will read as follows:</p>

		<p><u>11. WORKS PERFORMED BY THE COMPANY</u></p> <p>The Company shall be responsible only for the execution of the following provisions:</p> <p>11.1 Electricity and communication services, feeds and related payments.</p> <p>11.2 Obtainment of any approval that is issued by the Planning and Construction Institutes .</p> <p>11.3 Coordination with the relevant authorities for the purpose of installation and maintenance (lane closures, police, etc.).</p> <p>11.4 Obtainment of any approval that is issued by the Company.</p> <p>11.5 For the avoidance of doubt, the Company will not be required to perform any other obligation with respect to the Project that is not specified in this Section 11, and all other obligations with respect to the Project will be the sole responsibility of the Contractor</p>
63.	4.3	<p><u>Question:</u> With the exception of not meeting payment terms by the Company</p> <p><u>Answer:</u> The Section shall remain unchanged.</p>
64.	4.4	<p><u>Question:</u> Contractor cannot sign up to comply with requirements based on unspecified “generally accepted international standards.” Presumably the POC phase will satisfy the Company that our product does what it needs to do, and so that should be sufficient. If not, then these international standards should be built into the POC phase so that there is no confusion. But this provision as written is problematic.</p> <p><u>Answer:</u> The Section shall remain unchanged.</p>
65.	4.6	<p><u>Question:</u> Installation without “any disruption” is not possible. We would suggest replacing “prevent any” with “minimize.”</p> <p><u>Answer:</u> Section 4.6.1 shall be amended such that it will read: "The Contractor undertakes to perform the Installation in a manner which shall minimize disruption and/or disturbance to the public and/or property in the vicinity of the Site, and to act in strict accordance with any applicable law."</p>
66.	4.6	<p><u>Question:</u> Installation without “any disruption” is not possible. We would suggest replacing “prevent any” with “minimize.”</p> <p><u>Answer:</u> Section 4.6.2 shall be amended such that it will read: "Furthermore, the Contractor undertakes that during the performance of the Installation it will prevent any unnecessary and avoidable disruption, and will minimize any other distribution, to the ongoing traffic on any road and in their vicinity."</p>
67.	4.6	<p><u>Question:</u> Positive because it acknowledges inevitability of traffic disruption. But seems inconsistent with 4.6.2 and 4.6.3 unless we use our preferred “minimize.”</p> <p><u>Answer:</u> Please refer to the amendment under Sections 4.6.2 and 4.6.1.</p>

68.	4.7	<p>Question: We feel the Contractor cannot “guarantee” the safety of ongoing traffic. We suggest, to the extent we go beyond what is outlined in the SOW, we should replace “guarantee” with “not put at risk ongoing traffic...”</p> <p>Answer: Section 4.7 shall be amended such that it will read: "Without derogating and in addition to the provisions of the SOW, the Contractor undertakes that during the Installation it will not put at risk ongoing traffic at the Site, and comply with the provisions of the SOW, and, without derogating from the above, ensure, <i>inter alia</i>, that:"</p>
69.	4.8	<p>Question: Contractor feels this needs to be limited to damage, injury or loss caused by our negligence or willful misconduct. We also should not be liable if we were complying with the direction of the Customer or its employees, officers, agents, or representatives. Can we suggest those limits?</p> <p>Answer: The Section shall remain unchanged.</p>
70.	4.10	<p>Question: We are not entirely sure about the time restrictions in (a). It is also unclear how costs may be “pre” approved. So we’d like to suggest “pre-approved by Company in writing” be replaced by “approved by Company in writing, with such approval not unreasonably withheld.”</p> <p>Answer: Time restriction under (a) shall remain unchanged. The first sentence in Section 4.10.2 shall be amended such that it will read: "The sole payment to which the Contractor will be entitled due to an order by the Company to suspend shall be the due direct costs to the extent pre-approved by Company in writing, with such approval not being un-reasonably withheld"</p>
71.	4.11	<p>Question: What are these reports? What do they detail?</p> <p>Answer: The Section will be amended such that it will read: "Contractor shall be deemed to have inspected and satisfied itself as to all existing or foreseeable matters affecting or relating to the Installation and the Site including accordance with the procedures as set out in the SOW and shall provide Company with detailed monthly reports in a form as shall be agreed upon between the parties"</p>
72.	4.12	<p>Question: I think this should be upon Acceptance, as otherwise it is unclear whether the work is actually complete.</p> <p>Answer: Agreed, the first sentence of the Section will be amended such that it will read: "Upon Acceptance, the Contractor shall remove all tools and leave the whole of the Site clean and in a workmanlike condition to the reasonable satisfaction of the Company."</p>
73.	4.12	<p>Question: This pulls in several unknowns, including “inspections requested by the Company at any time” and “any other document, as may apply.” It seems Contractor should be obligated to perform the inspections and comply with the requirements in the SOW and would suggest deleting these extraneous references.</p> <p>Answer: The Section shall be amended such that it will read: "Contractor undertakes that no later than the dates set out in the Schedule, it will complete the Installation of the C&M System and of the applicable AVOD System Unit, and hand the Project or</p>

		any part thereof over to the Company. Prior to such date the Contractor shall complete all inspections detailed in the, SOW and the Plans, and complete all its obligations according to the Agreement"
74.	4.12	<p>Question: What precisely is meant by “handing/taking over”? We would like some clarity on this. We agree that there should be none unless there has been formal acceptance. If that is what is meant, then we are ok. If it is not, then we need some clarity.</p> <p>Answer: Section 4.12.4 shall be deleted.</p>
75.	4.13.1	<p>Question: This needs to be limited to Contractors negligence or willful misconduct or breach. This should also not be based on actions taken in response to direction from the Company.</p> <p>Answer: Section 4.13.1 shall be amended such that it will read: "The Contractor shall be solely liable for damages caused as a result of any of its acts or omissions in connection with the Installation for any reason."</p>
76.	4.13.2	<p>Question: Again, interruptions are not completely avoidable. We should seek to minimize but no reason to require what is impossible.</p> <p>Answer: Section 14.3.2 shall be amended such that it will read: "The Site is surrounded by roads used by the general public – Contractor warrants that no damages or unnecessary\avoidable interruptions shall be caused with regards to any such roads"</p>
77.	4.13.3	<p>Question: We are sure how this works with 4.13.1. As there, this should be limited to Contractors negligence or willful misconduct or breach of the Agreement. This should also not be based on actions taken in response to direction from the Company.</p> <p>Answer: The Section shall remain unchanged.</p>
78.	4.13.4	<p>Question: " the Contractor shall be considered in all matters relating to the Project, the systems and facilities which have been brought to the Site, as having had full and exclusive control" - This does not seem reasonable to us. What if we are not, in fact, in full and exclusive control?</p> <p>Answer: The Section shall remain unchanged.</p>
79.	4.13.5	<p>Question: We strongly feel Contractors obligation to indemnify should be limited to its negligence or willful misconduct or breach of the Agreement. Contractor should also not be liable if the harm stems from actions taken in response to direction from the Company.</p> <p>Answer: The Section shall remain unchanged.</p>
80.	4.14	<p>Question: We do not comprehend this provision.</p> <p>Answer: This Section is relevant to solutions that require burial of foundations in the ground.</p>
81.	4.15	<p>Question: Last sentence is problematic. If the Contractor has a dispute between a third party hired by the Company then We do not think it is fair to presume the Company will resolve it. (1) It should be resolved as any other dispute might be resolved. (2) We'd also like to clarify that we won't take direction from a third party without clear direction from the Company to do so.</p> <p>Answer: Disputes shall be determined by the Company at its sole discretion.</p>

		The following sentence will be added at the end of the Section: "It is being clarified that the Contractor shall not be required to take directions from any such third party contractors"
82.	5.2	<p>Question: The hard 14 day deadline seems arbitrary. Deadline to respond should, We assume, depend on the list of defects and their severity.</p> <p>Answer: The number "14" will be replaced by the number "21"</p>
83.	6.1	<p>Question: We would be unable sign up to comply with requirements that “may exist at any time.” We can comply with the terms of the Agreement and with current Regs/Laws.</p> <p>Answer: The Section will be amended such that it will read: "Contractor undertakes that the AVOD System shall be of excellent quality and standard and, to the extent applicable, shall comply with the requirements of the Israeli Standards Regulations, and the Standards Law 5713-1953, and/or Israeli Law requirements as such exist."</p>
84.	6.3	<p>Question: This appears to be a “warranty on warranty.” Can you provide some clarification as to how it might work. It is not customary to get extra warranty on part that are replaced under warranty.</p> <p>Answer: The Section shall remain unchanged.</p>
85.	6.9.3	<p>Question: Then we would have to incorporate a midlife refresh of equipment in the price for extending warranty. Normal life expectancy for camera’s is 7 years. More or less the same goes for illuminators.</p> <p>Answer: It is being clarified that in the event of malfunction when no warranty is in place, the Company will pay for the fix of the applicable component, in accordance with Section 6.10 of the Agreement.</p>
86.	6.10	<p>Question: Can we simply provide a price list with possibly a schedule to renegotiate the prices at some point?</p> <p>Answer: The Section shall remain unchanged.</p>
87.	7.9	<p>Question: We would need a sort of force majeure limitation on this because from a sheer technical perspective we can’t overcome dense fog or very heavy rain with the system. The same goes for speeding camera’s or tolling related ANPR.</p> <p>Answer: The Section will be amended such that it will read: "The Installation, AVOD System shall at all times (24 hours a day, <u>subject to the occurrence of Force Majeure Event</u>) comply with the Specifications and the requirements in the SOW and the Plans, respectively, and also with the quality assurance, information security and safety requirements as set forth in this Agreement and in the SOW respectively."</p>
88.	7.10	<p>Question: Too broadly defined. We will provide APIs</p> <p>Answer: Section will be amended such that the requirement under (i) will apply only to "Standard" protocols and "Standard" codes.</p>
89.	7.13	<p>Question: We have not been able to do a detailed prior due diligence on all locations etc. This needs to be revised to reflect that.</p> <p>Answer: The Section will be amended such that the words "the Site" will be deleted from the first sentence.</p>

90.	7.14	<p>Question: We were under the impression the Company was going to do this. If not, then I believe we will need to identify precisely what permits are required.</p>
		<p>Answer: The Section shall remain unchanged. Please refer to the exclusion in the brackets.</p>
91.	7.18	<p>Question: We do not fully understand this article. The contractor can never guaranty open source software. That is the character of open source. Is does not cost anything and therefore the "rights" of the user are very limited.</p>
		<p>Answer: The Section shall remain unchanged. It is being clarified that the requirement from the Contractor with respect to Open Source S/w is only that it will not incorporate and/or use it in a way that, creates, or purports to create obligations for the Company with respect to any Company owned Intellectual Property Rights or grant, or purport to grant, to any third party, any rights or immunities under any Company Intellectual Property Rights, including without limitation that is required to be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge."</p>
92.	8.13	<p>Question: Assuming this is standard Israeli policy this is acceptable.</p>
		<p>Answer: It is.</p>
93.	12.1	<p>Question: This needs to be limited somehow (either temporarily or by number of employees) so that it can be accurately estimated.</p>
		<p>Answer: Up to 10 employees.</p>
94.	14.1	<p>Question: The wording of the article is unclear to us. We will grant a perpetual licence and can provide an escrow agreement. We will not grant access to existing source code.</p>
		<p>Answer: It is being clarified that other than as set forth under Section 14.4 the Company does not require access to any source code.</p>
95.	14.1	<p>Question: In addition to a perpetual use license... What events/circumstances will Company require access to source code?</p>
		<p>Answer: It is being clarified that other than as set forth under Section 14.4 the Company does not require access to any source code.</p>
96.	15.3	<p>Question: Annual compensation for inflation is usual in these kind of contracts. Not having a form of automatic escalation would mean an increase in price.</p>
		<p>Answer: The following provision will be added under new Section 15.8.3: In addition, in the event of an increase of more than 4% per year (the "CPI Threshold") in the Israeli Consumer Price Index published by the Israeli Central Bureau of Statistics (the "CPI"), calculated by comparing the last CPI known on the last date determined for the submission of the Tender's proposals and the CPI known on the date of issuance of an invoice, then the applicable price will be adjusted to reflect any increase in the CPI exceeding the CPI Threshold. For the avoidance of doubt it is being clarified that in the event that the annual change in the CPI is equal to or lower than the CPI Threshold then the applicable price will not be adjusted pursuant to this subsection.</p>
97.	15.7	<p>Question: Everything should be tied to Acceptance rather than delivery or payment.</p>
		<p>Answer: The first paragraph of Section 15.7.7 shall be amended such that it will read: "Delivery shall be DDP Incoterms 2000</p>

		terms. Title shall transfer to Company upon Acceptance. Risk of loss shall remain with Contractor until Acceptance, without derogating from Contractor's obligations under this Agreement."
98.	15.7	Question: Can we reduce this to 30 days?
		Answer: Section 15.7.2 will be amended such that it will read: "Payments will be made, subject to the terms set forth in this Agreement, within forty five (45) days following the end of the month in which the applicable payment becomes due (<i>shotef 45</i>) as set forth above, subject to receipt of a duly issued invoice."
99.	18.1	Question: We propose limiting this to claims arising from Contractor's negligent acts or omissions or willful misconduct. Can we strike (ii)? Why is it in here at all? Aren't the salary, social security, health insurance of our employees our issue? We should not be liable if we were complying with the direction of the Customer or its employees, officers, agents, or representatives?"
		Answer: The Section shall remain unchanged. We note that subsection (ii) applies when the Company, for any reason, require to pay the employees of the Contractor.
100.	22	Question: Why are some delays \$500 US vs others \$1,000 US?
		Answer: \$1,000 applies in the event of delay in performance of the <u>Project</u> in accordance with the Schedule, while \$500 applies in the event of delay the performance of any maintenance service.
101.	23.3	Question: Suggest replacing the entitlement section with something along the lines of "The Contractor shall be entitled to be reimbursed for all reasonable costs related to or incurred as a result of the termination plus a reasonable profit. In the event the parties cannot agree on the termination settlement amount, the Company shall promptly pay the Contractor the undisputed amount."
		Answer: The Section shall remain unchanged. It is being clarified that, subject to the terms of the Agreement (including of Section 23.3), the Contractor will be entitled to the entire Basic Stage Payment, even if the Company has ordered less than 20 systems prior to such termination for convenience.
102.	23.3	Question: Is Company refusing to pay any penalties for early termination?
		Answer: The Section shall remain unchanged. It is being clarified that the Contractor will be entitled to the entire Basic Stage Payment, even if the Company has ordered less than 20 systems prior to such termination for convenience.
103.	24.1	Question: 5 days is very, very quick, considering what may be involved and the detail requested. We would suggest 30.
		Answer: The first sentence of Section 24.1.2 shall be amended such that it will read: "Following the receipt of a Change Request, Contractor shall inform Company in writing, within thirty (30) days as of Company's Change Request:..."
104.	24.1	Question: "Fulfillment of each Change Request shall be subject to the terms and conditions of this Agreement, including without limitation: testing, planning and Company approvals and Acceptance. All deliverables in connection with any Change Request shall be deemed as part of the Project and subject to the terms of this Agreement." – presumably the Change Request will say that or will adjust certain aspects of the Agreement so I am not sure this is necessary.
		Answer: The Section shall remain unchanged.
105.	24.1	Question: We are not sure this is necessary. And We do not understand why there would be a Change Request that is "within the scope of the Specification, etc." We would prefer we simply remain silent on this and let the Change Request process work as it is designed to do.

		<u>Answer:</u> The Section shall remain unchanged
106.	24.1	<u>Question:</u> We have trouble understanding the need for this specific article. We would recommend striking it.
		<u>Answer:</u> The Section shall remain unchanged
107.	26.1	<u>Question:</u> We have issues with anything beyond the first sentence here. It does not seem as though there is much left of Force Majeure once the exceptions are put in place and it doesn't seem like a FM event actually excuses performance, since it permits termination. So we suggest striking everything after the first sentence.
		<u>Answer:</u> The Section shall remain unchanged. It is being clarified that, that subject to the terms of the Agreement, in the event that the Company elects to terminate this Agreement pursuant to subsection (i), such termination will be deemed termination for convenience and in such case the Contractor will be entitled to the entire Basic Stage Payment, even if the Company has ordered less than 20 systems prior to such termination.
108.	Exhibit H	<u>Question:</u> (1) In section I of the NDA we wish to make the following amendments: "Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Recipient; (ii) Recipient can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) Recipient rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of confidentiality or this undertaking; (iv) is independently developed by Recipient; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall make the best effort (if permitted by law) to provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure". (2)In section 6 of the NDA we wish to add the following: Notwithstanding anything to the contrary, any indemnification of the Disclosing Party by the Recipient under this Agreement, shall be subject to the provisions specified below: i. In the event that any suit is filed or another legal proceeding is initiated against the Disclosing Party, and the Disclosing Party believes that it is entitled to indemnification with respect thereto from the Recipient pursuant to the provisions of this Agreement, the Disclosing Party shall issue the Recipient with a written notice to this effect immediately upon receipt of the suit or determination thereby. ii. In the event that the Recipient is not a party to any legal proceedings, it shall be entitled to file an application to join the proceedings as an additional defendant with respect to a suit referred to in the indemnification demand and to manage the defense. iii. Without derogating from the foregoing, the Disclosing Party will be entitled to demand that the Recipient handles the defense of such suit. The Disclosing Party shall not reach a settlement in any proceedings initiated against it and with respect to which it is entitled to indemnification from the Recipient without obtaining prior written consent from the Recipient.
		<u>Answer:</u> Section 1 will be amended as provided above.

		<p><u>The following will be added to section 6:</u></p> <p>(2)In section 6 of the NDA we wish to add the following: Notwithstanding anything to the contrary, any indemnification of the Disclosing Party by the Recipient under this Agreement, shall be subject to the provisions specified below:</p> <p>i. In the event that any suit is filed or another legal proceeding is initiated against the Disclosing Party, and the Disclosing Party believes that it is entitled to indemnification with respect thereto from the Recipient pursuant to the provisions of this Agreement, the Disclosing Party shall issue the Recipient with a written notice to this effect promptly following receipt of the suit or determination thereby.</p> <p>ii. In the event that the Recipient is not a party to any legal proceedings, it shall be entitled to file an application to join the proceedings as an additional defendant with respect to a suit referred to in the indemnification demand and to manage the defense.</p> <p>iii. Without derogating from the foregoing, the Disclosing Party will be entitled to demand that the Recipient handles the defense of such suit.</p>
Questions regarding Volume C – SOW		
109.	3.2	<u>Question:</u> Will the Company have systems in place to identify vehicles entering & existing (e.g. toll tag readers, license plate readers) or will that be the responsibility of the Contractor?
		<u>Answer:</u> The Company does not undertake to install such systems.
110.	5.2	<u>Question:</u> Can OBU devices have a shorter battery lifespan if the Contractor system can automatically detect low battery levels and automatically send users replacement devices?
		<u>Answer:</u> Provided that the Contractor can automatically detect low battery levels and automatically send users replacement devices, the OBU devices may have built in power supply that will last for at least 3 years, assuming two usages per day.
111.	5.3	<u>Question:</u> Please change the requirement for one OBU to be associated with more than one vehicle license plate number?
		<u>Answer:</u> The request is accepted. The requirement in section 5.4 of the SOW shall be amended so the system will be required to allow for one OBU to be associated with one or more vehicle license plate number.
112.	5.4	<u>Question:</u> What independent research source will be used for market share?
		<u>Answer:</u> The market share will be examined according to a source as shall be agreed upon between the parties.
113.	3	<u>Question:</u> Are HOV lanes going to be predominately 3+ or 4+?
		<u>Answer:</u> Such information is unknown at this stage. The HOV rules may be HOV 4+/ HOV 3+/ HOV 2+ , at the discretion of The Company. It is hereby clarified that such HOV rules may be changed from time to time.

114.	4	<p>Question: Distinguish between human beings and other vehicle's content has always been the key issue. How does the technology independently differentiate between a human being, a pet, a dummy, and a picture? Furthermore, how does the technology independently count a human passenger who is not facing forward or is wearing a hoody or has a beard, is bald, wearing make-up or whose skin tone is the same color as the car seat?</p>
		<p>Answer: It is the Contractor's responsibility to comply with and fulfill all the requirements specified in the Tender Documents.</p>
115.	4.5	<p>Question: what is meant by "identify vehicles"? Does that mean LPR? We are not aware of any external technology than can produce accuracies >98% at these speeds. Is that the minimum standard?</p>
		<p>Answer: It is the Contractor's responsibility to comply with and fulfill all the requirements specified in the Tender Documents.</p>
116.	9.1.3; 9.2	<p>Question: We are unable to provide accurate numbers at this time for AVOD exclusively. Can we meet the above criteria with supplement resources to bring these parameters to the desired levels as specified in Section 9.2?</p>
		<p>Answer: It is the Contractor's responsibility to comply with and fulfill all the requirements specified in the Tender Documents.</p>
117.		<p>Question: Does a manufacturer of "camera enforcement" (against traffic violations, etc.) for a light camera program has under the Israeli law any exposure to lawsuits have been raised against him by a third party?</p>
		<p>Answer: It is the Contractor's responsibility to comply with and fulfill all the requirements specified in the Tender Documents.</p>
118.	4.3	<p>Question: "Contractor may be able, subject to the concession of the PT Lane operator, to make use of existing infrastructures" - So we can only use assumptions to price this element, based on completely new infrastructure. The alternative would be provisional pricing.</p>
		<p>Answer: Such information is unknown at this stage.</p>
		<p>The Company shall make reasonable efforts in order to assist the Contractor to make use of existing infrastructures, provided that such assistance shall not relieve the Contractor from any of its responsibilities according to the Agreement.</p>
119.	4.5	<p>Question: The 99.8 % criterion is unclear and seems not to be in line with criteria mentioned elsewhere in the documents. Please specify. Although equipment is designed to handle temperature and weather conditions there are limitations to the technical concept that can't be avoided, for instance dense fog and heavy rains. These weather conditions will influence reliability of the overall system and constitute a clear example of force majeure.</p>
		<p>Answer: The sentence: "Vehicle identification reliability will be no less than 99.8%" in Section 4.5 will be amended such that it will read: "Vehicle identification reliability will be no less than 97%". The rest of the section will remain unchanged.</p>
		<p>In addition, it is hereby clarified that this Section deals with the vehicle identification reliability by any means, not necessarily by cameras.</p>
		<p>The Company wishes to draw attention to the weather conditions in which the system is required to function, as detailed in section 4.5 of the SOW (for instance, dense fog or heavy rains conditions may not be included in the humidity range in which the equipment is required to function).</p>
120.	4.6	<p>Question: An absolute avoidance of traffic flow interruption is not achievable.</p>
		<p>Answer: Please see answer to question 66 above.</p>

121.	6.1	Question: For the sake of reliable pricing we suggest to assume the M&C System shall be installed at the Company headquarters in Tel Aviv.
		Answer: The Bidders may assume in their Bid that the M&C System will be installed at any site required by the Company in the Tel Aviv metropolitan area.
122.	6.3	Question: Computer equipment, hardware and software - This article defines a relatively unclear and undefined scope while asking for a fixed price. We suggest the use of provisional sums for those elements.
		Answer: The Bidder must take into consideration in the Bid all computer equipment, hardware and software, for performing all the necessary processes described in this Section. The Bidder has the expertise and the best knowledge regarding the system it provides.
123.	6.6	Question: Interfaces and Reports - This is an undefined specification which can only be handled as a provisional price.
		Answer: Please see answer to question 1 above.
124.	8	Question: Safety, Cyber Security and Privacy - The Contractor cannot be responsible for effects of actual use by the Company. For instance the (negative) results of not following the user manual are not to be blamed on the Contractor.
		Answer: The Company will act according to the user manual.
125.	9.1	Question: It is not clear if a certain number of occupants in a car leads to a violation or a lower or higher price.
		Answer: The AVOD System should support both of these options. Each unit of the system will be used for one of the above purposes. At this point, the intent of the Company is to use the AVOD System only for the purpose of violations enforcement, but this purpose may change in the future. It is hereby clarified that at the POC stage, the Company will examine only the ability to enforce violations.
126.	9.1	Question: There is mention of performance levels on more than one location in the documents and they do not seem to align. Please clarify.
		Answer: Please see the Performance Criteria detailed in Section 9.1 of the SOW. At the POC stage, the results should meet the criteria detailed in Section 17.10 of the SOW.
127.	9.3	Question: System's availability and down time - This is a demand that is almost impossible to meet.
		Answer: The sentence: "the System must be available 99% of the time" in Section 9.3 will be amended such that it will read: "the System must be available 95% of the time". The rest of the section will remain unchanged. In addition, please see clarification in answer to question 119 above.
128.	10.4	Question: "It is the Contractor's responsibility to seek approvals and coordinate all works he intends to perform on the roads/highways with the Company and/or anyone on its behalf" – Is the Contractor to take care of approvals?
		Answer: Please see answer to question 62 above.

129.	11.2	Question: "Statutory Approvals" - Does this mean all needed permits?
		Answer: Please see answer to question 62 above.
130.	17.10	Question: The Performance Criteria is not in line with previous articles.
		Answer: Please see answer to question 126 above.
131.		Question: How does the system performance will be measure and confirm? Based on the AVOD only? Approval the AVOD photograph by an enforcement authority (police officer and/or authorized to do so)?
		Answer: The system performance will be measure and confirm in any manner that the Company deems appropriate.

* * *

This clarifications document, constitutes an integral part of the Tender Documents, and the Bidder is requested to attach a signed copy thereof to its Bid.

Name of Bidder: _____ Bidder's Signature: _____ Date: _____