



Jamaica Public Service Company Limited

Request for Proposal (RFP) # 976873

The Provision of Data Catalog System

2024

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1.0 INTRODUCTION

The Jamaica Public Service Company Limited (JPS) seeks to identify a qualified Data Catalog provider to successfully execute the functions set out in our scope. The successful Bidder will be awarded a contract which spans for three to four (3 – 4) months, with an option for extension upon the discretion of JPS.

2.0 JPS BACKGROUND

JPS is an integrated electric utility company and the sole distributor of electricity in Jamaica. The Company is engaged in the generation, transmission and distribution of electricity and purchases power from independent power producers (IPPs). Marubeni Corporation of Japan and East West Power Company (EWP) of Korea are majority shareholders, with joint ownership of 80 percent of the shares in JPS. The Government of Jamaica and a small group of minority shareholders own the remaining shares.

JPS serves over 600,000 residential, commercial and industrial customers, through a workforce of 1,500 employees and a network of offices throughout the island. The Company owns and operates 4 power stations, 8 hydroelectric plants, 1 Wind Park, 43 Substations, and approximately 14,000 kilometers of distribution and transmission lines. The system's total installed generating capacity is 789 MW. The company owns 80%, or 621.0 MW of this capacity. The remaining 168 MW is owned by Independent Power Producers (IPP's). The Company also manages and operates the transmission and distribution system.

Along with the provision of electricity, JPS is a key partner in national development. The Company has a vibrant corporate social responsibility portfolio and makes significant contributions in the areas of education, sports, and community development. The Company also has a strong environmental focus and carries out operations environmentally friendly.

JPS has implemented and is guided by the laws governing The Data Protection Act which was passed in Jamaica in 2020. The Office of Utilities Regulation (OUR) has regulatory authority over JPS' operations.

2.1 Geography of Jamaica

Jamaica lies 145 kilometers south of Cuba and 160 kilometers west of Haiti. Its capital city, Kingston, is about 920 kilometers southeast of Miami. At its greatest extent, Jamaica is 235 kilometers long, and it varies between 35 and 82 kilometers wide, with an area of 10,911 square kilometers.

3.0 PURPOSE OF THE RFP

This document is a request for proposal (RFP) to support the gathering, usage and management of the data in the possession of Jamaica Public Service Company (hereafter referred to as “JPS”).

JPS anticipates a competitive bid to provide the services of Data Catalog System which will have significant cost advantages and process efficiencies in its current environment. JPS requires service solution from a single provider in delivering this service.

JPS outlines key deliverables that should be covered by the approved supplier which are provided for in the Scope of Works (SOW).

3.1 Definitions

“**Bidder**”, “**Supplier**”, “**Vendor**” or “**Contractor**” shall mean JPS qualified service provider acting in the role of the prime contractor who responds to this RFP.

“**Bid/ Proposal**” shall mean the Bidder’s formal written response indicating committed price, processes, systems and resources

All references to JPS or Company shall mean the Jamaica Public Service Company Limited.

“**Services**” means work provided by third party and or JPS

“**Approved**” means approved by the JPS or its delegated representatives.

“**Delivery**” means completion of activities.

“**Days**” means calendar days according to the Gregorian calendar.

“**The Contract**” means the final agreement entered between the JPS and the Contractor signed by the parties, including any attachments, addenda, and appendices thereto and all documents incorporated by reference therein.

“**The Contract Price**” means the price payable to the Bidder under the Contract for the period agreed for the full and proper performance of its contractual obligations.

4.0 GENERAL INSTRUCTIONS TO BIDDERS

The Bidder is expected to examine all instructions, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

4.1 Points of Contact (PoC)

All communications and questions with JPS regarding this RFP must be directed to the following Points of Contact (POC) via email:

Name: Khadia Joseph - khjoseph@jpsco.com
CC: Aldeen Morris - apmorris@jpsco.com

Email subject: **JPS RFP No – Data Catalog System**

4.2 Communication Regarding the RFP

Unauthorized communications concerning this RFP with other Company employees, executives or contractors may result in immediate disqualification.

All communication with and questions should be submitted in writing, electronically to the POC. In order to ensure consistency in the information provided to Bidders, responses to questions received will be communicated to all participants, without revealing the source of the inquiries.

4.3 Period of Validity of Bids

Bids shall remain valid for *ninety (90) days* after submission. A bid valid for a shorter period may be rejected by the Company as non-responsive. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing.

4.4 RFP Amendment and Cancellation

At any time prior to the deadline for the submission of bids, the Company may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendment.

The amendment will be done in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them.

JPS reserves the unilateral right to cancel or reissue the RFP at its sole discretion. Bidders will respond to the final written RFP and any exhibits, attachments and amendments.

4.5 Bid Withdrawal

A Bidder may withdraw a submitted bid at any time up to the deadline for submitting bids. To withdraw a bid, the Bidder must submit a written request electronically, or via fax, signed by an authorized representative, to JPS before the submission deadline. After withdrawing a previously submitted bid, the Bidder may submit another bid at any time up to the deadline for submitting bids.

4.6 Proposal Content

The goods required bidding procedures and contract terms are prescribed in the bidding document reference 8.0.

4.7 Corrupt or Fraudulent Practices

The Employer requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts:

Defines, for the purposes of this provision, the terms set forth below as follows:

1. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer/personnel involved in the procurement process or in contract execution;
2. “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of the JPS and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive JPS of the benefits of free and open competition;
3. “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
4. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

4.8 Ownership of Work Product

All Deliverables and work product produced by the successful bidder for or on behalf of the Company, including all programming, documentation, plans, specifications, technology, inventions, processes, content, materials and works of authorship, and any and all inventions, discoveries and ideas that are made or conceived as a result of the Services performed under this Contract (collectively, the “Work Product”), shall belong exclusively to the Company.

4.9 Confidentiality of Data

The Bidder should recognize that JPS operates in a sensitive business environment and, for that reason, the Bidder must treat the materials and data provided by JPS

as confidential. The successful Bidder may be required to agree to and execute the Confidentiality agreement.

5.0 PREPARATION OF PROPOSAL

5.1 Proposal Format

The proposal shall be prepared in the prescribed format below and include the following information

A. Business Profile

- **General Information Sheet, Appendix B.**
 - **Executive Summary**
 - The executive summary shall be written on company letterhead and shall briefly summarize the Vendor's ability to provide the services specified in the RFP.
 - The executive summary shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with JPS.
 - Provide evidence of establishment, type of organization and size.
 - Provide contact names and telephone numbers for the person(s) responsible for the operation of the system.
 - Qualifications and experience of staff that will provide the services described in the Scope of work
 - Each proposal must contain a detailed description of how the Company will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Company will provide that are not mentioned in this RFP
- Proposal shall include any service(s) that can be provided beyond the scope outlined in the RFP. The Proposer shall demonstrate their knowledge and experience in providing the solutions and/or services listed above in their response.

5.2. SUBMISSION OF BIDS AND SELECTION CRITERIA

5.3 Bid Response

All responses must be in English Language. Your bid response must be presented in two(2) separate packages, namely Financial/Costing and Technical Specifications/Logistics framework. **Note that the Financial/Costing package will not be opened (evaluated) if the technical requirements are not met. Responses will only be accepted electronically (see Section 4.2). The deadline for submission of bids is 5:00 p.m. on Thursday March 7, 2024.**

RFP CALENDAR		
ACTIVITY	DUE DATE	RESPONSIBILITY
RFP date	February 22, 2024	JPS
Bidder submits questions on RFP	February 29, 2024	Bidders
Final date to respond to all queries	March 7, 2024	JPS
Completion of RFP and deadline for submission of bids to JPS	05:00 pm – March 07, 2024	Bidders
Private Bid Opening	March 12, 2024	JPS
Review and Evaluation of Bids	March 19, 2024	JPS
Notification to short-listed bidders	March 26, 2024	JPS
Post Tender Presentation & Negotiations to be completed	April 01, 2024	JPS
Award and notification to all bidders	April 05, 2024	JPS

Submittal Requirement

*N.B. If a prospective Bidder declined to bid, JPS will require the Bidder to indicate a reason for his/her decision, before the RFP closing date. Emails are to be sent to the RFP points of contact.

The Company may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Observing the deadline of the RFP, responses should be submitted electronically with appropriate file labels/names, and information required in Appendices. MS Excel, Adobe Pdf and Power Point file formats are acceptable. Proposal must be signed and stamped by an official authorized personnel who can bind the contractor to the provision of the RFP.

Any proposal received that does not meet the requirements of this RFP may be considered non-responsive, and it may be rejected.

The JPS will open all bids privately. See calendar for date.

5.4 **Late Bids**

Any bid received by the Company after the deadline for submission of bids prescribed by the Company, pursuant to **Section 4.1**, may be rejected and/or returned unopened to the Bidder.

5.5 **Submittal Requirement**

The bidder shall submit their proposals via the designated File Transfer Program (FTP) site, that is JPS Sharefile. The procuring entity is utilizing a FTP site to facilitate the bidding process. There are no license costs or usage fees to the bidding firm's for the use of the FTP site.

This will not be a reverse auction; instead this platform will simply provide the means to communicate your proposals to the procuring entity. The website address of the FTP will be shared with this RFP. Bidders are to upload files in responding to this request for proposal. Failure to do so may result in disqualification.

It is the responsibility of the bidding entity to ensure that their proposal is received by the Procuring Entity (that is, uploaded to the FTP platform) by the due date and time. Any proposal received after the stated date and time may be rejected.

The bidding entities designated contact will be sent an email with detailed instructions on how to access the FTP site, including login credentials. This will provide access to an individual folder in which the proposal package can be uploaded.

Signing of Proposal

The proposal must be signed by an official authorized personnel who can bind the Vendor to the provisions of the RFP.

5.6 **Proposal Rejection**

Any bid received after the deadline for submission of bids prescribed by the Company, pursuant to Section 4.1, will be rejected and/or returned unopened. Any proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected.

Bidders must comply with all of the terms of this RFP. JPS may reject any proposal as being non-responsive that does not comply with the terms, conditions and characteristics of this RFP or the key criteria for selection.

5.7 Right of Rejection

JPS reserves the right to reject any and all quotation(s) at its sole and absolute discretion. Submission of a quotation constitutes acknowledgement that the Bidder has read and agrees to be bound by such terms and conditions as outlined in the Bid document. JPS assumes no responsibility for delays caused by any mail delivery service.

6.0 SELECTION PROCESS AND AWARD CRITERIA

6.1 Method of Award

A selection committee consisting of JPS staff members will evaluate all responses. Based on the preliminary evaluation of the responses, we reserve the right to short list respondents. Selection will be based on the Vendor’s ability to provide the requisite skillsets to the RFP and total cost quoted.

6.2 Determination of Responsive Bids

The Company will examine the bids to ensure conformance to all the instructions listed in the Instructions to Bidders. Omission of any of the requisite documentation may result in the bid being declared non-responsive and therefore rejected.

OPERATIONAL CRITERIA	Result
Technical(Data Catalog) Proposal	Pass or Fail

COMMERCIAL CRITERIA	Score (%)
Cost of Service	90
Payment Terms	10

6.3 JPS Bid Evaluation Discretion

At its discretion, JPS reserves the right to:

- i. Reject any or all bids, in whole or in part as JPS is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of JPS.
- ii. To waive minor irregularities.
- iii. Reject a bid if it is in any way incomplete or irregular.

- iv. Modify the RFP document and request all Bidders to re-submit their quotation based on the changes
- v. Withdraw the RFP
- vi. Terminate the contract for poor performance, non-delivery and award to the next placed Bidder
- vii. Make no award
- viii. Make an award without further discussion of any proposal and enter into a contract with the bidder whose proposal in JPS' judgment most nearly conforms to JPS' requirements, and will best serve the needs of JPS on terms to be agree between JPS and the successful Bidder.
- ix. Select a bid other than the lowest priced, if JPS determines, at its sole and absolute discretion,that JPS' interest will best be served by doing so.
- x. Withhold any information used in conducting the evaluation
- xi. Reject any or all bids and enter into negotiations with any Bidder or Bidders that JPS may choose
- xii. Seek clarification from any Bidder regarding price information and may do so without notification to any other Bidder
- xiii. Continue the review procedure until a Bidder is selected successfully or until JPS chooses to reject all quotations
- xiv. Accept any bid or alternate as submitted without negotiations
- xv. Require revisions to, corrections of, or other changes to any bid submitted as a condition to its being given any further consideration
- xvi. After review of all bids, opt to split the contract between two or more service providers.
- xvii. Open negotiations with additional Bidders

6.4 Independent Price Determination

A Bid will be disqualified and rejected if, in JPS's opinion, there is reasonable indication that the price in the proposal was not arrived at independently without

collusion, consultation, communication or agreement as to any matter relating to such prices between the Bidder, JPS employee or any other Bidder.

6.5 Selection and Notification

Vendors determined by JPSCo to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail. Those vendors not selected for the negotiation phase will not be notified.

6.6 Right to Negotiate

Upon evaluation of the submitted bids, JPS reserves the right to enter into negotiations with one or more Bidders (not necessarily the Bidder with the lowest deliverable price submission) that appear to have submitted a bid that meets the needs and requirements of JPS. Negotiations could include, but are not limited to, price and the terms and conditions of this RFP. However, issues may arise that JPS may not negotiate due to policies or strategies, and an impasse could arise. If, for any reason, a Bidder and JPS cannot arrive at a mutual agreement that would result in the issuance of a contract, JPS reserves the right to terminate negotiations, to reject the bid, and to continue negotiations with other responsive Bidders that may lead to the issuance and award of a contract.

5.7 Written Clarification

JPS reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions will be to ensure full understanding of the bid proposal. Discussions will be limited to specific sections of the bid identified by JPS and, if held, will be after initial evaluation of the bids. If clarifications are made as a result of such discussion, the Bidder will submit such clarifications electronically. Refusal to respond to JPS' request for clarifications may be considered non-responsive and be used as grounds for rejection of the bid.

6.8 Contract Award

The award will be based on the proposal that is most responsive to the requirement of JPS and that which will offer the greatest value for JPS.

Issuance of this Bid does not constitute a commitment by JPS to award any contract or to perform the research services as per the Offer made in response to this RFP.

JPS reserves the right to invite any or all Bidders to make an in-person presentation. The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

7.0 SCOPE OF CONTRACT

The following is a high-level outline of the scope of services to be provided for this engagement.

The successful Bidder will be expected to perform the following Data Catalog services:

1. Framework Integration and Data Ownership and Stewardship.
2. Consent Management and Anonymization and Pseudonymization.
3. Data Masking, Access Controls and Role-Based Permissions
4. Data Breach Responses and Notifications.
5. Privacy Impact Assessments and Privacy by Designs.
6. Audits and Compliance Reporting
7. Performance Monitoring and Logging.
8. Federation.

Please see appendix A for additional information on the Scope Of Work (SOW).

It will be critical for the Supplier and Bidder to communicate seamlessly in order to meet or exceed the deliverables.

8.0 CONTENTS OF A COMPLETE BID PACKAGE

- Cover letter that includes the requested contact information
- Pricing Templates
- 5 of your top Client References
- Sample Invoices
- Security Policy
- Copies of all licences.
- Audited Financial Statement for the last two years
- Industry Certifications
- Technical Proposal
- General Company Information Sheet (**Appendix B**)
- Any other brochures documents supporting the requirements

APPENDICES

APPENDIX A

Scope of Works

Area	Sub-Area	Requirement	Importance
Comprehensive Metadata Management		The data catalog system should capture and store comprehensive metadata about data assets, including technical details, business context, data source, data lineage, data definitions, data quality metrics, data usage policies and privacy classifications. It should support a flexible metadata model that can capture and manage various metadata types. The system should provide efficient mechanisms for storing, indexing, and retrieving metadata. The metadata should be easily searchable, filterable, and updatable.	Mandatory
Data Classification and Sensitivity Labels		The system should support data classification, categorization and the assignment of sensitivity labels or tags to data assets, facilitating appropriate privacy and security measures. It should provide the ability to assign data assets to predefined or custom-defined categories based on factors such as data sensitivity, criticality, compliance requirements, and business context.	Mandatory
Data Governance	Framework Integration	The data catalog system should integrate with the broader data governance framework within the organization. This includes aligning with data governance policies, processes, and roles, and enabling governance workflows, issue tracking, and collaboration between data stewards and stakeholders.	Mandatory
	Data Ownership and Stewardship	The data catalog system should facilitate the assignment of data ownership and stewardship responsibilities. It should allow for the identification of data owners and stewards for different data assets or data categories. Data owners should have the authority to make decisions about data usage, access, and quality, while stewards ensure compliance with data governance policies.	Mandatory

Data Lineage and Impact Analysis		The data catalog system should provide capabilities for capturing and visualizing data lineage information to track the flow of data from source to consumption. It should enable tracking the origin, transformations, and usage of data assets, allowing users to understand how data flows through the organization and to perform impact analysis on changes or issues affecting data assets. It should provide algorithms or mechanisms to analyze the impact of changes to data assets and identify dependencies across different data assets and systems, compliance assessments, and data quality investigations.	Mandatory
Data Quality Management		The data catalog system should support data quality management initiatives by providing features for data profiling, data validation, data cleansing, and data quality monitoring. It should integrate with data quality tools and workflows to ensure data assets are of high quality and meet business requirements.	Mandatory
Data Access Controls and Security		The system should enforce robust access controls and security measures to protect data assets and the underlying metadata. It should integrate with authentication and authorization systems, implement role-based access controls to ensure that only authorized individuals can access and modify metadata, and support encryption, data masking, and secure data transmission to safeguard sensitive data.	Mandatory
Data Privacy Compliance		The data catalog system should support & enable compliance with data privacy regulations and support privacy requirements. It should facilitate privacy impact assessments, consent management, data subject rights management, data minimization, purpose limitation, and lawful bases for processing.	Mandatory
	Consent Management	The data catalog system should support the management of individual consent preferences and provide mechanisms to obtain and record consent for data collection, processing, and sharing. It should allow users to easily manage and update their consent choices.	Mandatory
	Anonymization and Pseudonymization	The data catalog system should provide capabilities for anonymizing or pseudonymizing personal data stored in the catalog. It should protect individual privacy while still allowing for data analysis and management. Anonymization techniques can include aggregation, generalization, or de-identification methods.	Mandatory

	Data Masking	The data catalog system should support data masking techniques to protect sensitive data during display or testing. It should ensure that only authorized individuals can view sensitive information, reducing the risk of unauthorized access or exposure.	Mandatory
	Access Controls and Role-Based Permissions	The data catalog system should enforce access controls based on role-based permissions. It should provide granular access management capabilities to ensure that only authorized individuals have access to sensitive data within the catalog.	Mandatory
	Data Breach Response and Notification	The data catalog system should have procedures in place to detect, respond to, and report data breaches promptly. It should enable the identification of affected data assets and individuals, allowing for the timely notification of relevant parties as required by applicable data breach notification laws.	Mandatory
	Privacy Impact Assessments	The data catalog system should support conducting privacy impact assessments (PIAs) for new data assets or changes to existing assets. It should facilitate the evaluation of privacy risks and mitigation measures, ensuring that privacy considerations are incorporated throughout the data lifecycle.	Nice To Have
	Privacy by Design	The data catalog system should incorporate privacy by design principles. This involves implementing privacy features, controls, and safeguards from the early stages of system development to ensure privacy is embedded into the system's architecture and processes.	Mandatory
Compliance and Policy Enforcement		The data catalog system should facilitate compliance with data governance policies and regulatory requirements. It should allow for the definition and enforcement of data usage policies, consent management, and compliance checks. The system should also provide auditing capabilities to track and monitor data access and usage for compliance purposes.	Mandatory
	Audit and Compliance Reporting	The system should generate reports and provide auditing capabilities to monitor data governance and privacy compliance. It should enable tracking of user activities, data access logs, data modifications, exports and compliance metrics to support internal audits of any potential privacy breaches and regulatory requirements.	Mandatory

Data Retention and Deletion		The system should enable the implementation of data retention and deletion policies. It should support the definition of retention periods, automated data archiving or deletion, and secure disposal of data to comply with legal, regulatory, and business requirements.	Mandatory
Metadata Search and Discovery		The system should provide powerful search capabilities and intuitive interfaces to enable users to discover and explore data assets within the catalog. It should employ indexing techniques, such as full-text indexing, faceted search, or metadata indexing, to ensure fast and accurate search results across a large volume of metadata.	Mandatory
Collaboration and Workflow Support		The system should facilitate collaboration and workflow management among data stakeholders. It should allow for annotations, comments, and feedback on data assets, as well as support workflows for data asset registration, approval processes, and data change management.	Mandatory
Integration with Data Management Ecosystem		The data catalog system should integrate with other data management tools and systems within the organization's ecosystem, such as data integration, data quality, data governance, data visualization tools and analytics platforms. It should provide integration mechanisms, such as APIs, connectors, or data pipelines, to enable seamless data exchange and interoperability. It should enable seamless integration with external tools, custom applications, or third-party systems, facilitating data management workflows and data governance processes.	Mandatory
User Training and Documentation		The system should provide user training materials, documentation, and resources to educate users on data management best practices, privacy policies, and governance guidelines. To ensure that users understand their roles and responsibilities regarding data handling, privacy, and governance within the data catalog.	Mandatory
User-Friendly Interface and Search Functionality		The data catalog system should have an intuitive and user-friendly interface that allows users to easily discover, explore, and search for data assets. It should have advanced search capabilities, including keyword search, filters, and faceted navigation, help users quickly find relevant data assets and associated metadata.	Mandatory

Scalability and Performance		The data catalog system should be able to handle large volumes of data assets and metadata efficiently. It should be scalable to accommodate growth and should provide good performance for searching, browsing, and accessing metadata, even with a significant number of data assets.	Mandatory
	Performance Monitoring and Logging	The system should include monitoring and logging capabilities to track system performance, detect bottlenecks, and identify potential issues. It should capture relevant metrics, such as response times, resource utilization, and user activity logs, to support performance optimization and troubleshooting.	Mandatory
Data Ingestion		The system should support the ingestion of metadata from diverse data sources. It should provide connectors, APIs, or integration capabilities to seamlessly import metadata from databases, data warehouses, files, and other data management systems. The ingestion process should be efficient, reliable, and capable of handling large volumes of metadata.	Mandatory
Backup and Recovery		The system should have mechanisms in place for data backup and recovery to ensure data resilience and business continuity. Regular backups of metadata and associated information should be performed, and procedures for restoring data in case of failures or data loss should be established.	Mandatory
High Availability and Fault Tolerance		The system should be designed for high availability, minimizing downtime and ensuring continuous access to data assets. It should employ fault-tolerant architectures, redundancy mechanisms, and disaster recovery strategies to handle system failures or disruptions.	Mandatory
System Administration and Management		The system should provide administrative features for managing user accounts, access control settings, metadata administration, system configurations, and monitoring. It should support user roles and permissions to delegate administrative tasks and ensure efficient system management.	Mandatory
	Federation	The system should facilitate integration with federated identity management platforms for user management.	Nice To Have
Data Presentation		The system should be able to facilitate presentation of data to client systems and users in accordance with the defined policy and access control rules via industry standard protocols (e.g. JDBC, Apache Arrow). These clients would include Data analysis and manipulation tools.	Mandatory

Metadata Transfer		The system should provide the ability to export the policies and metadata housed within it at regular intervals in open and processing friendly formats (e.g. XML).	Mandatory
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Appendix B

**REQUEST FOR PROPOSAL (RFP)
PROVISION FOR DATA CATALOG SYSTEM**

GENERAL INFORMATION

Name of Organization: _____

Address _____

Key Contact: _____

Title _____

Telephone Numbers: _____

Email Address: _____

APPENDIX C

SCHEDULE

1. DATA PROTECTION

- i. The Contractor shall abide by the Data Protection laws of Jamaica and attendant regulations. For the avoidance of doubt, "Personal Data" means information (however stored) relating to a living individual, who can be identified from that information (alone or jointly with other information). The term includes personal identifiable information collected, processed, and/or transferred in any format, including but not limited to hard copy, electronic, video recording and audio recording. "Data Subject" means any individual who is or can be identified from data. For the purposes of the Agreement, Data Subject includes JPS' employees, agents, representatives, directors, consultants, contractors and customers whose personal data JPS has in possession and control.
- ii. The Contractor shall comply with all applicable laws relating to data privacy, the protection and transfer of Personal Data, including, without limitation, the Charter of Fundamental Rights and Freedoms (Constitutional Amendment) Act, 2011, the Data Protection Act, 2020 ("DPA") and any other applicable law or subsidiary regulation thereunder.
- iii. The Contractor shall only collect, access, use or otherwise process the Personal Data in performance of its obligations under this Agreement, in conformance with applicable law, JPS' instructions or permission or to comply with legal obligations. It shall also ensure the reliability and confidentiality of its agents, employees, representatives and sub-contractors/sub-processors who have access to the Personal Data and ensure that such access is restricted on a need-to-know basis. The Contractor is prohibited from making any secondary or other use (e.g., for the purpose of direct marketing or data mining) of Personal Data except as (i) expressly authorized in writing by the Data Subject, (ii) expressly authorized in writing by JPS, or (iii) as required by and in accordance with law.
- iv. The Contractor shall limit the disclosure of the Personal Data of Data Subjects to those purposes that relate to this Agreement and is prohibited from disclosing, sharing with, providing access or transferring the Personal Data to any third party (natural or juristic, within or outside of Jamaica) unless with the prior written consent of JPS or required by applicable law.
- v. The Contractor shall adopt adequate (taking into account the nature of the Personal Data) technical and organizational measures reasonably necessary to secure the Personal Data of Data Subjects and to prevent unauthorized access, alteration, disclosure or loss of the same, including technical, organization and other measures required by the DPA for the security of the Personal Data. The

Contractor shall provide such information, assistance and cooperation as JPS may reasonably require from time to time to establish the Contractor's compliance with the DPA, including but not limited to a report of the Contractor's up-to-date data protection and security policy or programme in respect of the Personal Data obtained under the Agreement.

- vi. The Contractor shall immediately advise JPS in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of data privacy laws regarding the Personal Data; (ii) request from one or more Data Subjects seeking to access, correct/rectify, or delete the Personal Data in its systems; (iii) inquiry or complaint from one or more Data Subjects relating to the collection, processing, use or transfer of the Personal Data; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking the Personal Data of the Data Subjects. If the Contractor learns of any such complaint, request, allegation or inquiry, the Contractor shall, at its cost, provide reasonable assistance to JPS, fully cooperate with JPS in investigating and resolving the matter, including but not limited to, providing relevant information to JPS, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. The Contractor agrees to assist JPS with providing for Data Subject rights, however JPS shall be responsible for communicating with Data Subjects, including those affected, regarding their Personal Data unless JPS authorizes [insert party name] to do so on its behalf. The Contractor shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Personal Data required to comply with applicable law. Unless prevented by applicable law, the Contractor shall provide JPS with advance written notice of any such matters sufficient to allow JPS to contest or comply with legal, regulatory, administrative or other governmental requests and/or processes.

- vii. When known or reasonably suspected by the Contractor while providing the goods or performing the Services under the Agreement, Contractor will inform JPS promptly and, in no instance in more than forty-eight (48) hours if there is: (i) accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to the Personal Data; or (ii) any other infringement of the DPA and applicable privacy laws or obligations under the Agreement by Contractor or its employees, agents, contractors; sub-contractors/sub-processors, representatives or other third party with whom [insert party name] disclosed the Personal Data. The Parties are aware that the DPA and/or other applicable privacy laws may impose a duty to inform the competent authorities and/or affected Data Subjects in the event of the loss or unlawful access to or disclosure of the Personal Data. The Contractor shall notify JPS of these incidents without delay, regardless of their origin and shall consult with JPS to take reasonable measures to contain and remedy the breach or infringement, including, where appropriate, measures to secure the Personal Data and work in good faith to reduce the risk to the Data Subjects whose Personal Data was involved. The Contractor must also provide JPS with information regarding the investigation and remediation of the breach or infringement and not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a breach or infringement without the prior written approval by JPS of the content, media and timing of such notice (if any), unless required to

do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with JPS prior to providing any such notice.

- viii. The Contractor shall cooperate with JPS to obtain the prior written consent of any and all Data Subjects from whom the Contractor collects Personal Data on JPS' behalf where such consent is required under the DPA and other applicable law or as instructed by JPS. In the event the Contractor shall provide to JPS any personal information, the Contractor shall ensure that such information is provided consistent with applicable law, including, where required, obtaining the relevant consent or providing notice.
- ix. The Contractor shall return or destroy (at JPS' direction and option) the Personal Data, unless and to the extent that: (i) such Personal Data is required by the Contractor to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. In the absence of contrary instructions and except as prohibited by law, the Contractor shall, upon the expiration of thirty (30) days after termination or completion of this Agreement, destroy in accordance with applicable law and best practice, all Personal Data of the Data Subjects provided that within the thirty (30) days, JPS did not request that the Personal Data be returned. The Contractor shall provide JPS with written confirmation of such destruction within ten (10) days of destruction. If JPS however requests the return of Personal Data, the Contractor promptly deliver to JPS, at the Contractor's expense, all copies of the Personal Data in the Contractor's possession.
- x. Upon at least thirty (30) days prior written notice and subject to the obligations herein, JPS reserves the right to inspect, at any time during the Contractor's normal working hours, the Contractor's operating facilities or conduct an audit of the Contractor's security systems, manufacturing processes, quality processes and other systems controls used for processing Personal Data of the Data Subjects to ascertain compliance with these terms and applicable data protection laws at JPS' expense (although JPS shall in no way be responsible for any expenses or costs incurred by the Contractor's commercially reasonable support in assisting JPS with the audit or allowing JPS to inspect its facilities). To the extent applicable to the Contractor's obligations under this Agreement, the audit may include, but is not limited to, the verification of whether the procedures for the technical and organizational requirements of data protection and information security are appropriate in accordance with applicable law or similar obligations agreed by the Parties. The Contractor shall comply and provide JPS with any reasonably necessary information and documents during such audit.
- xi. The Contractor shall fully indemnify and keep indemnified and defend at its expense, JPS, against all costs, claims, damages or expenses incurred by JPS or for which JPS may become liable due to any breach of this Agreement by the Contractor's or its employees, agents, contractors, sub-contractors/sub-processors and/or representatives. JPS shall be in no way liable for any damages (including indirect or consequential) of the Contractor, such as (but not limited to) loss of revenue, loss of profit, loss of opportunity, loss of goodwill and third party claims arising from the Contractor's non-compliance with the terms of this Agreement.

- xii. In the event of a conflict or inconsistency between this Data Privacy and Protection section and any other portion of the Agreement, this section shall govern and control; provided that the terms of this section are without limitation to, and are not intended to supersede or limit, any other terms that are more protective of Personal Data, privacy, or cybersecurity.
- xiii. In this Addendum the Contractor shall mean [insert Contractor name].

END OF RFP DOCUMENT