JAMAICA PUBLIC SERVICE CO. LTD.

REQUEST FOR PROPOSALS

The Supply of Safety Shoes 2027-2028

RFP # 1082144

JAMAICA PUBLIC SERVICE CO. LTD.

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JAMAICA PUBLIC SERVICE CO. LTD.

1. Introduction

The Jamaica Public Service Company Limited (JPS) is seeking qualified offers from manufactures or authorized manufacturer's representatives to have safety shoes available to the company locally. This will require the supplier having a local facility for JPS Staff to visit and fit the required shoe and make available once a purchase order is issued.

1.1 About JPS

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 also purchases power from a number of independent power producers (IPPs)

Marubeni Corporation of Japan and East West Power Company (EWP) of Korea, are majority shareholders, with joint ownership of eighty percent of the shares in JPS. The Government of Jamaica and a small group of minority shareholders own the remaining shares.

JPS serves approximately 600,000 residential, commercial and industrial customers, through a workforce of close of 1,500 employees and a network of offices throughout the island. The Company owns and operates 4 power stations, 8 hydroelectric plants, 1Wind Park, 43 Substations, and approximately 14, 000 kilometers of distribution and transmission lines. The 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 its operations in an environmentally friendly manner.

JPS has the following status with Jamaica Customs – Authorized Economic Operator (AEO). It is an internationally recognized quality mark which indicates that the JPS supply chain is secure, and that the JPS customs' procedures and policies are compliant. With this designation, JPS Warehouse and Procurement Teams are subject to audit and monitoring by Jamaica Customs.

The Office of Utilities Regulation (OUR) has regulatory authority over JPS' operations.

2. Definitions

Bidder, Vendor or Contractor shall mean JPS qualified provider of goods and / or services acting in the role of the prime Contractor who responds with a proposal to this RFP.

Bid/ Proposal shall mean the Bidder's formal written response indicating committed price, delivery schedule and conformance to product specification

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

"The Purchaser" means the Organization purchasing the Goods, i.e. Jamaica Public Service Company limited

"The Supplier" means the individual or firm supplying the Goods under this Contract;

"The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all of the Safety Shoes which the Supplier is required to supply to the Purchaser under the Contract.

"Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as the taking of measurements, training and other such obligations of the Supplier covered under the Contract.

"**Approved**" means approved by the Purchaser or its delegated representatives; and

"**Specified**" means specified by the Purchaser; either on drawings, or in writing.

"**Delivery**" means delivered to JPS designated locations unless otherwise specified.

"**Days**" means calendar days acceding to the Gregorian calendar.

This document shall not be construed as a request for the authorization to perform work at JPS expense. Any work performed by the Bidder in connection with preparation and responding to the Request for Proposal (RFP) and, if selected, negotiating a definitive agreement will be at the Bidder's own discretion and expense. This RFP does not represent a commitment to enter into a contract.

JPS reserves the right to reject any and all proposal(s) at its sole and absolute discretion. Submission of a proposal constitutes acknowledgment that the Bidder has read and agrees to be bound by such terms and conditions as outlined in the Bid document.

3. General Instructions to Bidders

The Bidder is expected to examine all instructions, terms 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.

3.1 Points of Contact (POC)

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

Name: **Mr. Kolonje McKenzie**
CC: Mr. Aldeen Morris
Address: Jamaica Public Service Company Ltd
113 Washington Boulevard
Kingston 20, Jamaica WI

Email: **komckenzie@jpsco.com** **cc: apmorris@jpsco.com**

3.2 Communication Regarding the RFP

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

All communication 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.

Only written responses will be considered official and binding. JPS reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification.

A Bidder contact should be provided for all questions and clarifications arising from the Proposal Queries should include:

(a) Company's name, company address and phone number, contact person, email address, position.
(b) References to specific points within this RFP using the Section number as reference
(c) Clear and concise questions

3.3 RFP Amendment and Cancellation

At any time prior to the deadline for submission of bids, the Purchaser 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.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

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.

3.4 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.

3.5 Written Clarification

JPS reserves the right, at its sole discretion, to request clarifications of any Proposal or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions will be to ensure full understanding of the proposal.
Discussions will be limited to specific sections of the proposal identified by JPS and, if held, will be after initial evaluation of the Proposal. If clarifications are made as a result of such discussion, the vendor 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 Proposal.

3.6 Oral Clarification

If requested, the vendor will make an oral presentation to the Proposal Evaluation Team and other designated Company representatives. All expenses for the presentation will be borne by the vendor.

4. Scope of RFP

JPS seeks Quote from qualified companies that have the expertise, financial and production capability to supply JPS with Safety Shoes for the period 2027-2028.

Supplier would require to have items available locally for JPS staff to visit the facility and fit the require shoes. The shoes been provided should be Timberland brand from the approved list of Shoes by JPS or approved equal.

Purchase should be based on the shoes that fit the required work function of the staff and approved for such function.

Below is the list of shoes with per area of work. Please note the below figure is not guarantee and is subjected to change.

Shoe Type	Qty
Timberland Women 6" Boot	50
Timberland 63189 Women Shoe	92
Timberland Meter Reader	164
Timberland Men PowerHouse	136
Timberland Engineering Men	216
Timberland Men Patrolling	654
Timberland Welder Boot	1
Timberland Climbing Boot	30
TOTAL	**1343**

5. Bid Format

The bid shall be prepared in two (2) parts, Financial and Technical. The Technical profile, should not contain any pricing information. The financial proposal shall be separate and contain price information.

The proposals must include the following in the prescribed order:

A. **Financial Profile**

General Information Sheet

(a) Evidence of establishment, type of organization, size, and professional affiliate

(b) Executive Summary indicating why your firm should be chosen to provide the goods or services for JPS

(c) Qualification and experience of your staff that will provide the goods described in the Scope of Requirements

(d) Provide the names and profiles of the top 3 executives

(e) Audited Financial Statements for the last 2 years

(f) The financial proposal shall consist of cost estimates along with a payment schedule.

(g) Quotations must be submitted in the form specified in the Appendix 4 and should include any applicable volume discounts or rebates.

B. **Technical Proposal**

The technical data sheet which govern the RFP been quoted on.

All the appropriate drawing as it relates to the proposal.

Technical Specification should include Guaranteed Performance, any applicable Safety & Environmental Standards.

5.1 Bid Prices

The Bidder shall indicate the unit prices and total Bid Prices of the goods and services it proposes to supply under the Contract:

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract.

Price requested is a flat rate despite the type of shoes been purchase.

If prices are subject to an adjustment clause, kindly state:

1. The variables that will affect the price
2. The reference index that will govern movement of prices and
3. The base price indexes

5.2 Proposal Withdrawal

The Bidder may modify or withdraw its proposal after the proposal's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of proposals. To withdraw a proposal, the Bidder must submit a written request electronically or signed document by an authorized representative to JPS before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the deadline for submitting proposals.

5.3 Cost of Proposal Preparation

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the JPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.4 Bidder's Eligibility and Qualifications

(a) In the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacturer or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the Purchaser's county.

(b)The Bidder is to confirm the financial, technical and production capability necessary to perform on the Contract.

5.5 Period of Validity of Bids

Bids shall remain valid for Ninety (90) days, after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

6. Submission of Bids and Selection Criteria

All responses must be in English Language Your bid response must be presented in two (2) separate Files Folders, namely Financial/Costing and Technical Specifications. The deadline for submission of bids is **Eastern Standard Time (EST) 11:59pm on Tuesday November 24, 2026**.

RFP CALENDAR		
ACTIVITY	**DUE DATE**	**RESPONSIBILITY**
RFP date	November 4, 2026	JPS
Bidder submits questions on RFP	November 9, 2026	Bidder
Final date to respond to all queries	November 13, 2026	JPS
Bidder Provide intension to Bid	November 17, 2026	Bidder
Completion of RFP and deadline for submission of bids to JPS	EST 11:59PM November 24, 2026	Bidder

RFP CALENDAR		
ACTIVITY	**DUE DATE**	**RESPONSIBILITY**
Bid Opening	November 25, 2026	JPS

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. The dates are subject to change on the RFP Calendar.

6.1 Late Bids

Any bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.

6.2 All proposals shall be submitted as follows:

6.2.1 Only Electronic submissions will be accepted, using ShareFile by Citrix. All uploads will be confidential.

6.2.2 Activities are guided by the dates stated in the Calendar of Events highlighted in Table Above. Observing these dates,

1. Section 2.1 provides Instructions to submit questions via email only
2. A combined response to questions will shared with all bidders
3. Respondents must confirm their intention to bid in order to be setup in JPS ShareFile folder
4. Access to individual vendor folders will be given 1 weeks before the bid closes to eliminate any issues for bid upload by RFP deadline.
5. Files must be accurately labelled/named. Commercial Information must be a separate file from your Technical Overview.
6. ShareFile Access will be removed when the bid closes

6.3 Proposal Rejection

Any bid received after the deadline for submission of bids prescribed by the Company will be rejected. 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.

JPS reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety, and to accept a proposal other than the lowest price or proposal presented outside of this RFP that meets the company's requirement.

JPS assumes no responsibility for delays caused by any mail/bearer delivery service.

7. Selection Process and Award Criteria

JPS will evaluate proposals using an internal scoring method that weighs various parameters to give the evaluation team insight into the strengths of each proposal relative to JPS needs. JPS internal scoring method values the following proposal attributes (order of presentation here does not reflect priority)

TECHNICAL EVALUATION

CRITERIA	Score
Compliance to JPS specification	Pass/Fail

COMMERCIAL EVALUATION

CRITERIA	Score (%)
Price	90
Terms of payment	5
Delivery / Lead Time	5
Total	100

7.1 Opening of Bids by Purchaser

The Purchaser will open bids privately, on ***Wednesday November 25, 2026***. At the following location:

Jamaica Public Service Company Limited
113 Washington Boulevard
Kingston 20
Jamaica, W.I.

7.2 Schedule

For purposes of responding to this RFP, Bidders should assume that JPS' procurement and implementation planning will be completed by ***December 2026***.

7.3 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors.

7.4 Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between the unit price and the total price, the unit price shall prevail;
2. If there is a discrepancy between words and figures, the amount in words shall prevail;
3. If the supplier does not accept the correction of errors, its bid shall be rejected.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsibilities of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations or reservations. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the contractual obligations or which limits in any substantial way or inconsistent with the bidding documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Bid inconsistencies: Any deviation in a bidder's proposal that are inconsistent with the provisions of this Bid, unless expressly described in the proposal as being exceptions or alternates, are deemed waived by the Bidder. In the event that the Contract is awarded to the bidder, any claim

of inconsistency between the proposal and this Bid will be resolved in favor of this bid unless otherwise agreed in writing.

7.5 Bid Currency:

Prices quoted by the bidder and further negotiated and agreed between the bidder and JPS shall be fixed during the bidder's performance of the contract and not subject to variations on any account.

International Supplier

- Prices should be quoted in USD.

Local Supplier

- Prices should be quoted in JMD

8. Award of Contract

8.1 Award or Rejection

The Purchaser will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive. The Purchaser reserves the right not to accept the lowest bid if it does not meet JPS requirement.

Issuance of this bid does not constitute a commitment by JPS to award any contract or purchase products or services offered in response to this bid.

8.2 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

8.3 Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by email or fax, that its bid has been accepted. Upon the successful Bidder's signing a contract with JPS for the subject RFP, the Purchaser will promptly notify each unsuccessful Bidder.

9. General Conditions of Contract

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

9.1 Standards

All product shall conform to the latest editions of all relevant ANSI standards. Where equipment, components or materials are not covered by appropriate ANSI standards, relevant IEE, NEMA, ASTM, AISC and AWS shall apply. If equipment or materials conforming to other recognized national standards are offered, the bidder shall submit a copy, in English, of the standard offered and shall itemize the pertinent areas where the standard differs from the requirements of the relevant ANSI standard.

The supplier shall comply with JPSCo's Health, Safety, Security and Environment Regulation and any other local and or international regulations regarding the safe handling, transport, use and disposal of the material covered by this contract.

The supplier agrees to provide at no cost to JPSCo periodic testing of in-service materials. The frequency of testing shall be mutually agreed upon by JPSCo and the supplier.

9.2 Use of Contract Document and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in the above paragraph except for purposes of performing the Contract.

Any document, other than the Contract itself, as enumerated above shall remain the property of the purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the purchaser.

9.3 Proprietary Content:

JPS understands that certain elements of the Bidder's proposal may contain information, including pricing, that is competitively sensitive. JPS acknowledges that all information furnished in the proposals will be for the exclusive use of JPS, in evaluating and selecting a Supplier for goods or services, and that all parties will respect the sensitive nature of that information in accordance with sound commercial practices.

9.4 Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance - including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having been previously inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

9.5 Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized and agreed on by Supplier and Purchaser, vary from the prices quoted by the Supplier in its bid.

9.6 Delivery and Shipment

a) Local suppliers

It is the responsibility of the Seller to obtain at their expense:

- all licenses
- customs formalities
- transport associated with the delivery of the goods to JPS

The Seller shall bear all risks of loss of or damage to the goods until such time as they have been delivered to JPS.

The Seller must provide the goods, the payment invoice and delivery slip in conformity with the contract and any other evidence of conformity; (example test certificates,) which may be required by the contract.

b) Overseas suppliers

The Supplier shall be entirely responsible for all taxes, duties, license fees, port charges and other such levies imposed by the country of origin. Goods will be delivered CIF Kingston in accordance with Incoterms 2020.

9.7 Payment

a) Overseas suppliers
Payment shall be effected within 60 days of receipt and acceptance of the product by JPS.

The preferred payment term for JPS to its Supplier is through open account, net 60 days. Should the supplier not opt to have payment made via open account, a 5% charge will be added to the bidders' payment proposal in the evaluation process.

b) Local suppliers
Payment shall be effected within 30 days of receipt and acceptance of the product by JPS.

The preferred payment term for JPS to its Supplier is through open account, net 30 days. Should the supplier not opt to have payment made via open account, a 5% charge will be added to the bidders' payment proposal in the evaluation process.

9.8 Warranty

Proposal must carry: OEM approval, Manufacturer's warranty and Independent accreditation.

The Supplier warrants that the items supplied under the Contract conform to the Manufacturer's written specifications and comply with the products' performance claims.

This warranty shall remain valid for the duration of the contract.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, depending on which of the methods can be achieved more expeditiously with reasonable speed,

- Replace without costs to the Purchaser and under the terms and conditions as if the replacement goods were being delivered to the Company for the first time; or, refund the purchase price of any products nor conforming to this warranty
- Pay to repair damage to equipment to the extent that the damage is caused by the failure of the product to conform to specifications or comply with product performance claims

If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9.9 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the duly authorized agents of both parties.

9.10 Assignment

The Supplier shall not assign, in whole or part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

9.11 Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the Contract with the Purchaser.

9.12 Delays in the Supplier's Performance

If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract, or terminate the Contract for default.

9.13 Liquidated Damages

If the supplier fails to deliver the goods in accordance with the agreed delivery schedule, the purchaser shall without prejudice, to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to two- and one-half percent (2.5%) of the delivered price of the delayed goods for each month of delay until actual delivery up to a maximum deduction of fifteen percent (15%) of the delayed goods contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

9.14 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.

(b) If the supplier fails to perform any other obligation(s) under the Contract.

In the event the Purchaser terminates the Contract in whole or in part. The Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

9.15 Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For the purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, hurricanes, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.16 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

9.17 Termination for Convenience

The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

9.18 Data Protection and Privacy

In the event that the Supplier processes any personal data under the control and custody of the Purchaser in the performance of the Contract, the Supplier shall comply with all 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 subsidiary legislation and any other applicable law. For the purposes of this section, "personal data" and "process(ing)" shall have the meanings prescribed in the DPA. The Supplier shall not transfer the personal data to any third party without the prior written consent of the Purchaser. The Supplier shall implement appropriate administrative and technical measures to safeguard the Purchasers' personal data. Furthermore, the Supplier shall indemnify and hold the Purchaser harmless against any third-party claims, legal actions, or damages arising from any breach of the DPA or this Contract by the Supplier, its employees, agents or subcontractors.

9.19 Governing Language

The Contract shall be written in the language of the bid, English. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

9.20 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

9.21 Resolution of Disputes:

The dispute resolution mechanism to be applied shall be as follows:

(a) In the case of a dispute between the Purchaser and a Supplier which is a national of the purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country; and

(b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.

There shall be one Arbitrator.

9.22 Specifications

Notwithstanding the attached information, all drawings and technical literature detailing the description of the product and services being offered must accompany the Bid (MSDS, LM 79, LM 80, etc.) and be included with the technical proposal.

JAMAICA PUBLIC SERVICE CO. LTD.

APPENDIX 1

REQUEST FOR PROPOSAL (RFP)
Safety Shoes 2027-2028
RFP # 1082144

GENERAL INFORMATION

Name of Organization: _____

Address: _____

_____

_____

_____

Key Contact: _____

Title: _____

Telephone Numbers: _____

_____

Email Address: _____

JAMAICA PUBLIC SERVICE CO. LTD.

Company Profile

Please submit the requested information below:

- Directors names and profiles
- Company references
- Complete set of audited financial statements for the last two (2) years
- Average employee tenure
- Staff turnover ratio
- Names of top 5 executives, their tenure, experience, qualifications etc.
- Three (3) top achievements of the company in the last 5 years
- Companies must state 5 reasons for JPS to consider Partnering/Selecting them (your company) for this RFP
- Organizational structure for the top five levels in your organization.
- Please provide a short profile such as name, title, experience and education level for the personnel at the top five levels within the organization
- How long has your company been in business?
- How many people do you employ?
- Does your company currently have a Risk Management or Business Continuity Programme in place?
    - If yes, please provide details of the programme you have in place
- Three (3) Customer references (for similar purchases)

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APPENDIX 2

SERVICE LEVEL STANDARDS

Supplier:

- Supplier to ensure deliveries are made within the requested time frame
- Supplier to deliver goods based on the agreement with JPS.
- With each delivery, the supplier will invoice JPS for quantities delivered. An invoice will be submitted to JPS for that amount accompanied by packing slips.
- Packaging must be able to withstand the rigors of ocean shipment and exposure to outdoor storage.

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- JPS to receive goods same day of delivery, with immediate advise of any shortages or damage or defects
- JPS to ensure payments are made within agreed time frame, or advise of delays in arrangement if required

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APPENDIX 3

FINANCIAL PROPOSAL
Safety Shoes 2027-2028
RFP # 1082144

Bidder: _____

Bid Date: _____

Bid Validity: 60 days

Currency: JMD

Payment Terms _____

Shoe Type	UOM	Qty	Unit Price	Extended Price
Timberland Women 6" Boot	Pair	50		
Timberland 63189 Women Shoe	Pair	92		
Timberland Meter Reader	Pair	164		
Timberland Men Power House	Pair	136		
Timberland Engineering Men	Pair	216		
Timberland Men Patrolling	Pair	654		
Timberland Welder Boot	Pair	1		
Timberland Climbing Boot	Pair	30		
TOTAL				

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APPENDIX 4

TECHNICAL REQUIREMENT

SAFETY EQUIPMENT SPECIFICATION

CATEGORY: Personal Protective Equipment

EQUIPMENT: Safety Footwear

FUNCTION: To protect the feet from injuries caused by falling and rolling objects, punctures and electric shock.

DATE OF INTRODUCTION: April 1997 **USERS**. All.

DATE OF REVISION: October 15, 2026

DESCRIPTION: Safety boots and shoes for all applications

PURCHASING SPECIFICATIONS:

1. ASTM F2412-24 or a later version, Test Methods for Foot Protection or an equivalent local or international standard
2. ASTM F2413-24 or a later version, Specification for Performance Requirements for Protective Footwear or equivalent local or international standard
3. Uppers manufactured with premium leather where applicable
4. Oil, chemical and abrasion resistant sole with tread design to provide good traction and slip resistance.
5. Lightweight, asymmetrical-shaped toe cap. Meets I and C impact and compression ASTM F2412-24 and ASTM F2413-24 safety standards.
6. Removable cushioned insole for comfort and cushioned heel supports
7. Electrical hazard rated (EH) as per ASTM F2413-24 standard or a later version
8. Footwear must be legibly marked with the specific portion of the standard with which it complies (printed, stamped, stitched, etc) on one shoe of each pair of protective footwear.
   Special Note: Welders boots equipped with integral metatarsal guard meet Mt impact and compression ASTM F2412-24 and ASTM F2413-24 or later version safety standards.

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Table of Specifics:

Use/ Application	Equivalent Equip-ment Type	Height	Recommended Colour	Buyer's Description
Lineman Climbing boot	Timberland Evergreen Logger Composite Toe Waterproof Work Boot A267H 	8"	Brown	**Lineman Climbing Boot ASTM F2412-24/ F2413-24 Standards:** **Toe: I & C** **Other: EH, PR, SR & SRO, Waterproof membrane and leather**; Specified with features of Timberland Evergreen Logger Composite Toe Waterproof Work Boot (A267H) or Equivalent Brand, Colour Brown, Height 8"
Lineman Patrolling	Timberland 87566  **10.**	8"	Brown	**Lineman Patrolling Boot ASTM F2412-24/ F2413-24 Standards:** **Toe: Toe: I & C** **Other: EH, PR, SR & SRO, Waterproof membrane and leather;** Specified with features of Timberland 87566 or Equivalent Brand, Colour Brown, Height 8"
Welder Boots	Timberland 40000 with Metatarsal Guard 	6"	Black	**Welders Boot: ASTM F2412-24/ F2413-24 standards:** **Toe: I & C** **Other: Metatarsal Mt, EH, PR, SR & SRO Heat-Resistant Outsole;** Specified with features of Timberland 40000 or Equivalent Brand, Colour Black, Height 6"
Meter Reader Boots	Timberland Resistor, Waterproof Composite			Meter Reader Boot **ASTM F2412-24/ F2413-24 Standards**:

	Toe Boots 	6”	Brown Metal free	Toe: **I & C,** **Other: EH, PR, SR & SRO Waterproof, Leather**; Specified with features of Timberland Resistor or Equivalent Brand, Colour Brown, Height 6”
Male Safety Boot (Power Plant)	Timberland PRO Men's 47591 Endurance PR Waterproof 	6”	Brown	Male Safety Boot (Power Plant) **ASTM F2412-24/ F2413-24 Standards**: **Toe: I & C** **Other: EH, PR, SR & SRO Waterproof, Leather;** Specified with features of Timberland PRO Men's 47591 Endurance or Equivalent Brand, Colour Brown, Height 6”
Male Safety Shoe	Timberland Pro Stockdale 	0	Black	Male Safety Shoe **ASTM F2412-24/ F2413-24 Standards**: **Toe:** I &C **Other:** EH, PR, SR & SRO, Waterproof, Leather; Specified with features of Timberland Pro Stockdale or Equivalent Brand, Colour Black, Height 0”
Female Safety Shoe	Timberland 63189 	0	Brown	Female Safety Shoe **ASTM F2412-24/ F2413-24 Standards**: **Toe: I & C,** **Other: EH, PR, SR & SRO;** Specified with features of Timberland 63189 or Equivalent Brand, Colour Brown, Height 0”
Female Safety Boot	Timberland 53359	6”	Brown	Female Safety Boot **ASTM F2412-24/ F2413-24 Standards**: **Toe: I & C,**

				**Other: EH, PR, SR & SRO, Waterproof Leather;** Specified with features of Timberland 53359 or Equivalent Brand, Colour Brown, Height 6”

COMPLIANCE: ASTM primary standards for Personal Protective Footwear are ASTM F2413 (Standard Specification for Performance Requirements for Protective Toe Cap Footwear) and ASTM F2412 (Standard Test Methods for Foot Protection)

SPECIAL INSTRUCTIONS:

1. When requesting proposals and or ordering provide a complete copy of this specification to suppliers for easier reference
2. All boots/shoes must be ASTM Electrical Hazard Rated (EH).
3. I – Impact Protection; C- Compression Protection; EH – Electrical Hazard; SR – Slip Resistant on Standard/regular, dry surfaces & SRO – Slip Resistant Oily/Wet Surface
4. There are instances, such as in Disaster Restoration, where an employee whose regular safety footwear type is a shoe, may require boots to shield the ankle in order to maneuver more hazardous paths.