

## TERMS OF REFERENCE

### BCDA WEBSITE CLOUD HOSTING, MAINTENANCE AND SUPPORT SERVICES

The Bases Conversion and Development Authority (BCDA) corporate website ([www.bcda.gov.ph](http://www.bcda.gov.ph)) is vital to the organization's regulatory compliance, to showcase its achievements and to promote and reach out to its potential market. In-turn this would attract investments, create jobs for the Filipino people and boost the Philippine economy.

To keep up with the fast transition of technology, cloud hosting of applications and websites and making it available on the internet using the cloud and maintaining the website up-to-date, secured and healthy as well as performing optimally are significant to an organization.

A content management system has been put in place as part of the component of the website which would assist in keeping the contents updated and relevant, thus adding more value to the website.

#### Objective

This project aims to maintain and support the current BCDA website to help the organization achieve its primary objective of marketing and at the same time target a wider array of customers both locally and abroad.

The existing BCDA website was developed with the following technical specifications:

- Content Management System (CMS)
  - Drupal 8.x
- W3C Validated HTML5 Doctype
- Compatible to any known Web Browsers (e.g. Chrome, Firefox, Safari, Edge, etc.)
- Semantic markup
- W3C Validated Cascading Style Sheets
- Languages: HTML, CSS, PHP, MySQL, jQuery, Javascript
- Responsive Design and Layout (Mobile phones, Tablets, Laptops and PCs)

#### Project Scope Description

To implement the project, BCDA requires services for the cloud hosting, maintenance and support services of the BCDA Website:

- I. **The Approved Budget for the Contract (ABC) is Nine Hundred Thousand Pesos (Php 900,000.00), inclusive of all applicable taxes and fees.**

#### II. General Requirements

1. The SUPPLIER should have completed at least three (3) similar projects within the last two (2) years.
2. The SUPPLIER should have at least three (3) Government Agency clients with website cloud hosting services.
3. The SUPPLIER should have at least seven (7) years of experience as a cloud service reseller and must have a certificate from the Cloud Service Provider stating the date of membership.
4. The SUPPLIER must provide a certification from the cloud infrastructure provider that the SUPPLIER is at least a Select Partner or its equivalent.
5. The SUPPLIER should have a dedicated manpower to be assigned to the project and must provide a valid Certificates from the Cloud Infrastructure Provider:
  - a. At least one (1) certified Professional Solutions Architect.
  - b. At least one (1) certified Associate Solutions Architect.
  - c. At least five (5) certified Cloud Practitioners.
  - d. At least one (1) Certification of Agile Project Manager.
6. The SUPPLIER should have a manpower that is capable of Cloud Administration and conducting knowledge transfer training fit for government IT personnel.
7. The SUPPLIER should have a manpower with technical knowledge and creative expertise to administer and manage the website as needed.
8. The SUPPLIER shall provide a development or staging/testing site.
9. The SUPPLIER shall ensure proper implementation, troubleshooting and maintenance support for the website and can collaborate with the BCDA team and serve as a resource for problem analysis and solution.
10. The SUPPLIER shall provide assistance with website content updates if changes to be made are not executable from the CMS user module.
11. The SUPPLIER shall conduct a full backup of the website on a weekly basis and shall retain the backup files for a minimum duration of thirty (30) calendar days.
12. The SUPPLIER shall ensure that the website is secured and protected. The backup, code and source files will be delivered in full to the client by request and on the closing of the contract.
13. The SUPPLIER shall conduct regular website inspections in terms of User Interface, Functionality, Performance, Database and Cross-browser issues and submit an Inspection Report quarterly.
14. The SUPPLIER shall manage the security aspects to be implemented on the website.
15. The SUPPLIER shall be responsible for the web server administration and maintenance.
16. The SUPPLIER should have an Online Helpdesk and Hotline numbers for support services which should be available as per the following details:
  - a. From 8:00AM - 5:00PM, Monday through Friday
  - b. After office hours and on weekends/holidays for incidents that fall under the Severity Levels 1 and 2 indicated in Item VI. Service Level Agreement of this TOR.
17. The SUPPLIER shall assign personnel that will accommodate the client through online meeting, direct video/phone call, sms/direct message and any

other means of communication in the event that the Online Helpdesk and Hotline numbers are not available for support.

18. The SUPPLIER shall report any cyber security incidents detected, suspected or reported through regular monitoring activities.
19. The SUPPLIER shall provide data analytics reports such as Utilization reports including CPU, Network (In/Out), Memory, Swap, Storage Space and Bandwidth as requested by the client.
20. The SUPPLIER shall ensure that the web server storage capacity is enough and capable of handling high volumes of uploaded files/contents.
21. The SUPPLIER shall ensure that the website is hosted in one of the top cloud service providers in the market and comply with the following minimum components and specifications:

❖ **Web Server**

- a. CPU: 4vCPUs
- b. Memory: 16GB
- c. Storage: 500GB
- d. Auto Scaling
- e. Data Transfer (minimum)
  - i. In 100 GB per/Month
  - ii. Out 100 GB per/month

❖ **Staging Server**

- a. CPU: 2vCPU
- b. Memory: 4GB
- c. Storage 100GB

❖ **Domain Name System Web Service**

- a. Highly available and scalable

❖ **Simple Storage Service**

- a. 1 Terabyte (TB)
- b. Has Storage Management Features
- c. Has Access Management and Security
- d. Has Storage Logging and Monitoring
- e. Has Analytics and Insights

❖ **Load balancer**

❖ **Security**

- a. Web Application Firewall (WAF)
- b. SSL Certificate
- c. Encryption in transit and at rest

22. The SUPPLIER shall ensure that the website is hosted on a Virtual Private Server (VPS).
23. Compliant with the following:
  - a. HIPAA (Health Insurance Portability and Accountability Act)

- b. PCI Data Security Standard (PCI DSS)
- c. EU General Data Protection Regulation (GDPR)
- d. EU-US Privacy Shield and Swiss-US Privacy Shield
- e. Data Privacy Act of 2012

### III. Scope of Work

#### 1. Site Administration

- 1.1. Manage the existing BCDA website and its components.
- 1.2. Ensure the 99.99% accessibility/availability of the website.
- 1.3. Recommend additional appropriate site components/sections relevant to BCDA's marketing and communication requirements.
- 1.4. In case of a serious incident, the restoration of the website from the recent backup needs to be assured.
- 1.5. Provide and manage all aspects of website security including subscription, installation and activation of SSL Certificates to protect information and existing content (data, project information, contact details, etc.) and prevent cyber attacks such as hacking, defacing, denial of service, code injection, etc..
- 1.6. Covers the basic and advanced website protection and technical maintenance such as uptime monitoring, security hardening, malware scanning, security audit and anti-spam configuration.

#### 2. Regular Website Maintenance

- 2.1. Assure the website framework is secured and maintained.
- 2.2. Install modules security patches and upgrades including bug fixes as needed, as soon as it becomes available.
- 2.3. Maintain the database backend.
- 2.4. Troubleshoot any existing errors in the website.
- 2.5. Ensure website accessibility across different browsers and devices.
- 2.6. Ensure provision of Full Backup of the website on a weekly basis and restore the website from the latest backup if necessary.
- 2.7. Maintain and enhance the module to log website activities, including possible intrusions and cyber attacks. It must include a function to alert system administrators of malfunction and suspicious activities.
- 2.8. Reporting of the website data code backup and management, including the SEO and meta tags applied to all key website pages, security incidents and errors encountered and how it was resolved for recording purposes, as requested.
- 2.9. Archiving and retention of all the necessary components of the website shall be managed and maintained by the SUPPLIER as needed and required by BCDA, and shall be documented by the SUPPLIER for future reference.

#### 3. Creative Design/Layout

3.1. Manage the existing design, layout and structure of the web pages based on the requirement of BCDA but not limited to the following:

- Home
- About Us
- Projects
- News & Archives
- CSR
- Downloads
- Bids
- Newsletter
- Careers
- Contact Us
- Transparency Seal
- Feedback
- Investment Opportunities
- Economic Zones
- Subsidiaries
- Good Governance
- Links
- Gallery

3.2. Ensure responsive web design across different browsers and devices.

#### 4. Content Management

The SUPPLIER shall:

4.1. Manage the CMS interface to enable administrators to add users and set access controls for the system.

#### 5. Website Transition

In the case that the SUPPLIER is not the current provider, the initial transition work may start upon the receipt of the Notice to Proceed (NTP) issued by BCDA.

To ensure continuous accessibility of the website to the public, the SUPPLIER shall provide the following:

- 5.1. Dedicated assistance in the turn over of the website to the new service provider to ensure smooth transition;
- 5.2. A maximum seven (7) working days grace period of continuous cloud hosting, maintenance and support services shall be provided after the lapse of the current or existing contract, until the full transition is completed.

#### 6. Knowledge Transfer

Conduct of hands-on training per module/section of the website (training schedule must be agreed by both parties on the first quarter of the contract) on the following:

6.1. Content management

The content management training will cover the basic website management such as uploading of content, editing of web pages, navigation of pages and accessing the dashboard among others; and

6.2. Technical backend

The technical backend training will cover the Technical aspects in terms of Infrastructure on Cloud Hosting Services, Configurations, User Account, Principle of Least Privilege (PoLP) and On-Premise backup procedure, installations and configurations.

**IV. Term and Effectivity**

The engagement of this Cloud hosting, maintenance, administration and support services, shall be for a period of one (1) year reckoned from the date specified on the Notice to Proceed (NTP) issued by BCDA or upon the expiration of the current cloud hosting subscription, whichever is later.

The SUPPLIER shall be engaged to render services contracted to the Information and Communications Technology Department (ICTD) and shall report directly to the head of the department/unit or his duly authorized representative.

**V. Terms of Payment**

In consideration of the BCDA corporate website maintenance and support services, BCDA agrees to pay the total amount of the project cost inclusive of all applicable taxes and fees.

A monthly recurring fee inclusive of applicable taxes and fees, shall be paid upon issuance of an invoice. The invoice shall be composed of a set monthly fee for hosting, maintenance and support services.

Example Bid:

UNIT COST	NUMBER OF UNITS	TOTAL COST
Php 75,000.00	12 months	Php 900,000.00
Example Bid: <b>TOTAL BID WITH VAT</b>		<b>Php 900,000.00</b>

The monthly recurring fee, from the bid example above would be Php 75,000.00, inclusive of all applicable taxes and fees.

**VI. Service Availability/Uptime Performance**

The SUPPLIER shall ensure service availability/uptime performance of 99.99% during the duration of the contract.

The SUPPLIER shall submit a monthly Service Availability/Uptime Monitoring Report as part of the billing statement to ensure the compliance with the 99.99% service availability/uptime performance.

Failure to comply with the 99.99% service availability/uptime performance will result in penalty charges as indicated on the table below which shall be deducted to the SUPPLIER's payment receivables on the last billing cycle:

Availability	Allowable downtime per contract year	Penalty charges per hour or a fraction thereof beyond the allowable downtime for the contract year
99.99%	52 minutes and 34 seconds	Php 1,200.00

Allowable downtime per contract year will also be covered when the website is under a scheduled maintenance activity.

**VII. Website Security**

The SUPPLIER shall facilitate all the security components of the website to ensure that the website is secured and protected from all the cybersecurity threats that may lead to possible data breach and inaccessibility of the website.

In the event that a cybersecurity breach has been confirmed, the SUPPLIER shall submit a Security Breach Incident Report within forty-eight (48) hours from the time the incident happened.

The client will impose a penalty charge amounting to Php 50,000.00 for every breach incident occurred and will be deducted to the SUPPLIER's payment receivables on the next billing cycle after the incident.

**VIII. Service Level Agreement**

1. Availability of the SUPPLIER for consultation, and support for a period of one (1) year, from 8:00AM - 5:00PM, Monday through Friday and after office hours and on weekends/holidays for incidents that fall under the Severity Levels 1 and 2 indicated in Item VI. Service Level Agreement of this TOR.
2. In the case that there will be scheduled maintenance on the website, the SUPPLIER shall notify the client through email one (1) week in advance of



scheduled maintenance and the SUPPLIER shall place a notification in the website to inform the visitors of the maintenance activity.

3. Definition of severity, target response and resolution times are shown below:

Severity	Condition	Response Time	Resolution Time	Frequency Of Updates
1	Website is down or does not function at all; system unavailable, inaccessible and/or has data integrity issues with no workaround available, issues due to cyber security breaches and during scheduled website maintenance resulting in total disruption of work or critical business impact.	15 mins <sup>1</sup>	1 hour	Within the hour & every hour if resolution goes beyond 1 hour
2	A component of the website is not performing, creating a significant operational impact; major functionality is impacted or significant performance degradation is experienced; issue is persistent and affects many users and/or major functionality; no reasonable workaround available.	1 hour <sup>2</sup>	4 hours	Every two hours
3	A component of the website is not performing as documented; there are unexpected results; problems can be circumvented; there is moderate or minor operational impact; system performance issue or bug affecting some but not all users; short-term workaround is available.	2 hours	8 hours	Every eight hours



4	Questions pertain to usage questions or clarification of documentation; inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, configuration, upgrades, or performance; bugs affecting a small number of users; acceptable workaround available.	4 hours	24 hours	Everyday
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<sup>1</sup> - Must redirect to an "Under Maintenance" page within the said response time

<sup>2</sup> - Must post a notification regarding the specific section that is affected by the issue

For every delay in resolution equivalent to a full unit of the stated resolution time or a fraction thereof, a penalty of one tenth (1/10) of one percent (1%) should be imposed from the total ABC of the project.

E.g. - A delay of anywhere beyond 1 hour in the resolution of a severity 1 issue will be penalized on tenth (1/10) of one percent (1%) the total ABC of the project. The Penalty will continue to be applied every hour of delay thereafter.

## IX. WARRANTY SECURITY

Section 62.1 of the revised Implementing Rules and Regulations of R.A. 9184

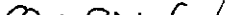
For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.


The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

For the procurement of BCDA website cloud hosting, maintenance and support services project, which are neither expendable or non-expendable supplies, the BCDA will not require a Warranty Security.



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