



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
 GENERAL SOLANG ST., SAN MIGUEL, MANILA

SUPPLEMENTAL/BID BULLETIN (SBB) NO. 1

This SBB No. 1 dated October 30, 2018 for the Project, "Facilities Management," is issued to clarify, modify or amend items in the Bidding Documents. Accordingly, this shall form an integral part of said Documents.

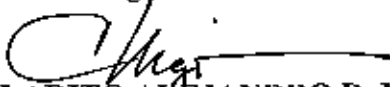
PARTICULARS		AMENDMENTS/CLARIFICATIONS	
Section VI. Schedule of Requirements		Section VI. Schedule of Requirements	
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		Attached is the Revised Section VI. Schedule of Requirements	
Annex A – Detailed Technical Specifications		Annex A – Detailed Technical Specifications	
3.7	<u>Support and Maintenance of DBM Production Servers</u> XXXX 3.7.9 To be submitted together with the bid submission: proof that the bidder is a Certified IIP, Cisco, and/or its equivalent Partner and engineers or maintenance personnel presently employed by the	3.7	<u>Support and Maintenance of DBM Production Servers</u> XXXX 3.7.9 To be submitted together with the bid submission: proof that the bidder is a Certified HP, Cisco, and/or its equivalent Partner and has Certified HP engineers or maintenance personnel presently employed

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VIII.	<p>WARRANTIES OF THE CONTRACTOR</p> <p>XXXX</p> <p>8. The SERVICE PROVIDER shall neither assign, transfer, pledge nor subcontract any part or interest therein.</p>	VIII.	<p>WARRANTIES OF THE CONTRACTOR</p> <p>XXXX</p> <p>8. The SERVICE PROVIDER shall neither assign, transfer, pledge nor subcontract any part or interest therein.</p>								

PARTICULARS		AMENDMENTS/CLARIFICATIONS	
X.	TERMS OF PAYMENT 1. The SERVICE PROVIDER shall be paid subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%).	X.	TERMS OF PAYMENT 1. The SERVICE PROVIDER shall be paid subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%) all applicable withholding taxes.
		Attached is the Revised Annex A – Detailed Technical Specifications	

Other matters:

- The “No Contact Rule” shall be strictly observed. Bidders are not allowed to call or talk to any member of the Bids and Awards Committee, Technical Working Group or Secretariat effective November 6, 2018 right after the opening of bids.
- For guidance and information of all concerned.


CLARITO ALEJANDRO D. MAGSINO
Assistant Secretary
Chairperson, DBM-BAC

Section VI. Schedule of Requirements (Revised)

The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

Item Number	Description	Delivered, Weeks/Months
1	<p>Deployment of the following personnel in accordance with Annex A, item VI:</p> <ul style="list-style-type: none"> • one (1) Facility Manager • three (3) System Administrators • four (4) Network Administrators • four (4) Desktop Administrators • one (1) Data Center Computer Operator • one (1) Telephony Administrator <p><i>Note: Skills and qualifications of the personnel to be assigned should be in compliance with item V of Annex A and must be indicated in their Resume. The resume is subject for review and approval of the DBM ICTSS Head. In case of non-compliance with personnel requirements, liquidated damages will be applied, in accordance with item VII of Annex A.</i></p>	<p>Deployment of personnel shall be within fifteen (15) calendar days from receipt of the notice to proceed (NTP).</p> <p>Resume of the personnel to be assigned to the DBM must be submitted to the DBM ICTSS within three (3) calendar days from receipt of the notice to proceed (NTP).</p>
2	Tools and equipment as required in Section VII. Technical Specifications	

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

**DETAILED TECHNICAL SPECIFICATIONS
(Revised)**

I. PROJECT TITLE

Facilities Management

II. BACKGROUND

The Information and Communications Technology Systems Service (ICTSS) of the Department of Budget and Management (DBM) supports the external clients through a network infrastructure which allows wide area connectivity. The Enterprise Network Infrastructure empowers the computing environment of the DBM that is mission-critical in its service delivery and everyday functions.

Augmenting the existing DBM-ICTSS technical personnel and to achieve a more flexible DBM Enterprise Network Infrastructure, the SERVICE PROVIDER shall be tasked to focus on facility management in order to meet the following objectives:

1. to ensure business continuity of DBM in terms of network support and maintenance, and enhancements and innovations within the DBM network infrastructure enabling the most relevant data and resource sharing;
2. to provide comprehensive maintenance services for servers and its related components/peripherals; and,
3. to initiate a more cost-effective by implementing new tools and technologies in data, voice and network management available today.

The general scope of the outsourced services covers the following:

1. Data Center Management;
2. Data Center Operations; and,
3. Data Center Maintenance.

III. DURATION OF THE CONTRACT

The contract for the Facility Management shall be from December 2018 to December 2019 (13 months).

IV. FIRM REQUIREMENTS

The SERVICE PROVIDER must have extensive experience in providing ICT facility management services, preferably in a government setting as well as expertise with various ICT disciplines and capacitating and planning of ICT projects in an enterprise structure and shall also manifest the following:

- Must be operational for at least five (5) years;
- Must have a prior contract experience for the last three (3) years in managing ICT manpower services that involves remote management of ICT network with multiple locations across the country; and,

- Must have handled at least one (1) completed government project involving ICT consultancy/ manpower services.

V. SCOPE OF WORKS AND SERVICES

1. Data Center Management

The Data Center of DBM is composed of the following environmental components (see Annex B):

- Biometric Access Control Systems;
- Closed-Circuit Television Control System;
- Fire Suppression System;
- Raised Floor System;
- Data Center Cabinet with environmental rack monitoring;
- Uninterruptible Power Supply;
- Precision Air-Conditioning Units; and
- Water Leak Detection System.

1.1 The SERVICE PROVIDER shall monitor the environmental components of the Data Center, no exclusivity on the following:

1.1.1 Checking of electrical connection for all the Data Center components such as PACU, UPS, Generator Sets, Fire Suppression System, Security Access Video Surveillance and Water Leak Detector System;

1.1.2 Checking of the Surveillance System cameras:

1.1.2.1 Indicator lamps condition;

1.1.2.2 Picture quality of each camera and correct monitor selection;

1.1.2.3 Functions and movements and fields of view are free from obstruction;

1.1.2.4 Recording properly;

1.1.2.5 Functionality of the Monitoring Servers, its mouse, keyboard and related peripherals;

1.1.3 Visual inspection of all internal and sub-assemblies and major components of the Biometrics Access Control System and recommend problem isolation, replacement of defective parts, maintenance and version updates of security management software, and cleaning and maintenance inspection of the access control units, as needed.

1.1.4 Visual Inspection of the Fire Suppression System Devices:

1.1.4.1 Hazard Enclosure;

1.1.4.2 Agency Cylinder;

1.1.4.3 Mechanical Piping and Nozzles;

1.1.4.4 Mechanical Pipe Supports and Braces;

1.1.4.5 Fire Detection, Alarm, Releasing Devices and Peripherals

1.1.5 Regular inspection of the Precision Air Conditioning Unit (PACU) to ensure that it is working on optimum level.

1.1.6 Routine checking of the Water Leak Detection System.

The SERVICE PROVIDER shall be limited only on visual inspection and basic operations of the Data Center components. The provision for the regular preventive maintenance services, replacement and installation of parts and other remedial services, and all the necessary spare parts or consumable items shall be provided by the DBM-ICTSS through its partner on the Data Center Support Services.

The SERVICE PROVIDER shall devise and provide a secure, resilient, and engineered physical and environmental security to help secure that the data center and the equipment hosted therein, remains secure by having in place a policy and procedure to restrict access to the data center to authorized persons only. Security perimeters should be defined to protect areas that contain confidential or sensitive information and/or information systems. Data Center equipment should be protected from power failures and other disruptions caused by failures in supporting utilities. Procedures should be in place to ensure that media containing information is protected against unauthorized access, misuse or corruption during transportation beyond DBM's physical boundaries.

2. Data Center Operations

Data Center Operation includes all processes and operations within a data center, both automated and manual processes essential to keep the data center operational. Applying to DBM setting, this includes a combination of the following tasks:

- 2.1 The SERVICE PROVIDER shall monitor the measures and provide the regular reports on the status. In case the above measures go beyond the allowable threshold, the SERVICE PROVIDER shall report and log immediately the issue/s in the Helpdesk Management Service.
 - 2.1.1 System Availability: 99.9% availability, to be measured 24x7 operation (i.e. eight (8) hours 38 minutes' allowable downtime per year).
 - 2.1.2 Systems Performance: Web Response Time or WRT of at the most two (2) seconds for a web-object of size 20K.
 - 2.1.3 Batch Processing: Should be within four (4) hours within the window of 5 p.m. to 8 a.m.
 - 2.1.4 Power and cooling: All processes that ensures enough power (40KVA) is supplied to the data center facility and the cooling system (17-19 degrees Celsius) is operational.
- 2.2 System Capacity: The system shall not exceed the following threshold requirements of DBM:
 - 2.2.1 CPU - average of 75% utilization
 - 2.2.2 Memory - average of 80% utilization
 - 2.2.3 Disk - maximum of 80% utilization
- 2.3 The SERVICE PROVIDER shall be able to resolve administration and operations issues (i.e. Systems, Database, Batch jobs, power and cooling). Raised within four (4) hours from notification for critical issues, and

within eight (8) hours for non-critical issues. (Critical issues are issues affecting efficiency of operations). Closure of issues should be made by DBM authorized personnel only.

- 2.4 The SERVICE PROVIDER shall perform backup and restore procedures as follows:
- 2.4.1 Daily Back-up
 - 2.4.2 Weekly Back-up
 - 2.4.3 Monthly Back-up
 - 2.4.4 Annual Back-up
 - 2.4.5 Special back-up as required by any system maintenance activity

3. Data Center Maintenance

3.1 **Support and Maintenance of Physical Network Components**

The following outlines the support services to be provided by the SERVICE PROVIDER for the full operation of the existing physical network components whereas majority of the devices enumerated herewith are based on the WAN Network Diagram of DBM:

- Core Switches
- Layer 2 Switches
- Layer 3 Switches
- Routers
- Servers (see Annex B)
- Firewalls
- Wireless Access Points
- WLAN Controller
- Cloud Services
- PABX/Voice Gateways
- Network Access Control
- Bandwidth Manager

3.2 **Monitoring of DBM Data Center**

Any issue related to its installed equipment and peripherals should be reported by the SERVICE PROVIDER to the ICTSS and/or to respective maintenance group for necessary action. The SERVICE PROVIDER should also take all measures reasonably possible in guaranteeing the confidentiality, integrity and availability of the DBM Enterprise Network through being able to provide 24x7 monitoring capability on critical infrastructure components:

- Network active devices and components;
- Resources (CPU, memory usage, network usage) both of physical server and/or virtual servers;
- Network traffic (bandwidth utilization, security policy, etc.); and,
- Data Center equipment and peripherals.

3.3 **End-User Support**

The SERVICE PROVIDER should provide support to network-related inquiries/issues/concerns of DBM users through the Helpdesk Management Service in accordance with the Service Level Agreement approved by the ICTSS Head.

3.4 **Network Reconfiguration**

The SERVICE PROVIDER should undertake the possibility of implementing the network security refresh and optimization. Also, a need for reconfiguration of the DBM network infrastructure based on the approved modified Network Design to enhance its performance and security. Maintenance of existing systems will continue until all operations, data, processes, etc. are fully and successfully migrated to new systems, and even after as needed.

3.5 **Network Security Assessment**

Network management is an indispensable part of the DBM's business environment in its daily conduct of business operation. The SERVICE PROVIDER must keep the network up and running at all times with important emphasis on secured quality of service (QoS).

3.6 **Documentation and Reporting**

The SERVICE PROVIDER should submit a monthly report covering the following items related to network, servers, and peripherals to be submitted by the 5th working day of the subsequent month:

- Regularly updated list of ICT Assets (standard format to be agreed upon by both DBM and the SERVICE PROVIDER);
- Pre-determined time "responsibility list" for proper and coordinated shutdown/termination of various ICT equipment (servers, routers, switches, personal computers, etc.) for disposal and replacement forecast;
- Network Uptime;
- Resource Utilization;
- Bandwidth and Level Access Security Policy;
- User IT Support/Assistance;
- Security Assessment (summary of exceptions and network incidents, security incidents and vulnerability report, summary of end-point security incidents for DBM-wide personal computers, general summary of security assessment in Root-Cause-Analysis / Fish-Bone Diagram); and,
- Technical Service.

The SERVICE PROVIDER should also submit a complete and detailed documentation as required by the ICTSS to be turned over at the end of every end-of-the-year period and as necessitated by circumstances.

3.7 **Support and Maintenance of DBM Production Servers**

The SERVICE PROVIDER should render the maintenance of servers and its related components/peripherals that covers but not limited to hardware repair, remote problem diagnostic and support, inventory buffer of the critical replacement parts, and monthly health check for the equipment and peripherals. The SERVICE PROVIDER should also enroll all servers to its equivalent maintenance provider. A Certificate of Enrollment should be submitted to the ICTSS Head thereafter.

- 3.7.1 The SERVICE PROVIDER shall return the covered hardware to operating condition within 24 hours of the initial request to the Response Center. Call-to-repair time refers to the period of time that begins when the initial service request is logged at Response Center and ends the Service Center's determination that hardware is repaired.
- 3.7.2 On top of the 24-hour repair and uptime commitment, the SERVICE PROVIDER shall also be capable of doing remote problem diagnostic and support and must have 24 x 7 coverage window. In the event of pull out, a temporary service unit should be provided upon pull out of the defective device.
- 3.7.3 The SERVICE PROVIDER shall maintain an inventory buffer of the critical replacement parts for call-to-repair service requirements. These parts are managed to allow continuous availability and are always accessible to customer support engineers responding to a support request.
- 3.7.4 Inventory buffer or sparing shall also include but not limited to servers, network active equipment, firewalls, bandwidth manager, modems, additional hard disks, and additional memory cards that caters to network-related functionalities.
- 3.7.5 The SERVICE PROVIDER shall commit assurance for benefits on increase business productivity due to improved uptime, predictable repair times, and consistent level of support across multi-technology system.
- 3.7.6 Aside from Call-to-Repair or normal-fix/reactive services, the SERVICE PROVIDER must also have an offering for Proactive Sheet services to have a better support experience - a good balance of reactive and proactive support services. The DBM can have the option where and when to use the service (example of firmware management) - thus attaining the optimal performance and availability of the DBM servers as well as minimizing the most common causes of downtime.
- 3.7.7 The SERVICE PROVIDER must offer DBM the access to a list of flexible and customizable proactive service activities, selectable menus of services both on technology and process needs, improved time to resolution, assignment of account support manager, and credits redeemable for specific service activities of DBM choice as to be agreed in the proactive delivery plan.
- 3.7.8 At no extra cost as part of the maintenance support agreement the SERVICE PROVIDER must be able to install Remote Support Software Solutions (e.g. Insight Remote, Bomgar) to achieve higher levels of infrastructure availability and reduce operating costs without compromising the security. This value-added service delivers secure remote support to HP, Cisco, and/or its equivalent servers, networking and storage, 24 x 7 for constant remote monitoring all the time, automated notification every time and accurate resolution in less time.
- 3.7.9 To be submitted together with the bid submission: proof that the bidder and/or its equivalent Partner has Certified HP engineers or maintenance personnel who are qualified to undertake such maintenance services. Attach copies of certification issued by HP, and/or its equivalent to the participating bidder's support engineers or maintenance personnel showing that they have passed the examination administered by HP and/or its equivalent.

3.8 **Housekeeping Activities and Assessment**

The SERVICE PROVIDER shall make an assessment of the current and existing DBM ICT facilities, particularly on network and servers' related equipment and software, and make necessary recommendations for improvements.

The SERVICE PROVIDER, in each year of contract, shall initiate, perform and conduct a DBM-wide ICT related activities like network security review, core network installation maintenance and cable harnessing, ICT asset inventory, technology update and briefing.

The SERVICE PROVIDER shall provide supplemental on-site service, in correlation with the operational continuity of the DBM Enterprise Network and Production Servers Infrastructure, at no additional cost if requested by DBM. This includes but not limited to, arrangement for telecommunications service bandwidth upgrade/transfer of facilities, pull-out / re-installation of active network appliance and servers, network cabling, and relocation of ICT equipment.

VI. MANPOWER REQUIREMENTS AND DEPLOYMENT

The SERVICE PROVIDER must provide the required manpower requirements stated below within fifteen (15) working days from receipt of Notice to Proceed (NTP) with the following qualifications and technical skill requirements.

Required Position/Shift	Qualifications	Functions	Time
1 - Facility Manager	<ul style="list-style-type: none"> • College degree graduate with at least ten (10) years' experience as IT Engineer and at least five (5) years' management experience in network design, implementation, server management, telephony and maintenance of large-scale nationwide integrated ICT system. • Certification in Information Technology Infrastructure Library (ITIL) framework or any globally accepted 	<ul style="list-style-type: none"> • Assist in resolving issues regarding priority of work requests. • Ensure availability of logistical requirements of the Project. • Ensure the availability of persons knowledgeable on DBM systems and procedures. • Work closely with concerned DBM-ICTSS. 	Mondays to Fridays on full-time basis on a flexible time schedules starting from 7:00 a.m. to 6:00 p.m. and must be on-call 365x24x7.

Required Position/Shift	Qualifications	Functions	Time
	<p>project management certification.</p> <ul style="list-style-type: none"> Highly efficient in report preparation/writing and business communication skills. 		
<p>3 - System Administrator</p> <ul style="list-style-type: none"> per shift) 	<ul style="list-style-type: none"> College degree graduate with a minimum of three (3) years' technical working experience, inclusive of one (1) year residency as: Two (2) Microsoft Certified Solutions Expert/ Associate (MCSE/MCSA) for Windows Server; One (1) Linux Professional Institute (LPI)/Red Hat Certified Engineer (RHCE) 	<ul style="list-style-type: none"> Install, upgrade, and monitor software and hardware. Manage on premise and cloud network servers and technology tools. 	<p>Mondays to Friday regardless of holidays on the following shifts (6:00 a.m. – 3:00 p.m.; 2:00 p.m. – 11 p.m. and 10:00 p.m. – 7:00 a.m.) on-call during weekends.</p>
<p>4 - Network Administrator</p> <p>(2 per shift – 1-Network and 1-Security)</p>	<ul style="list-style-type: none"> College degree graduate with a minimum of three (3) years' technical working experience, inclusive of one (1) year residency as: one (1) CISCO Certified Network Professional (CCNP); one (1) CISCO Certified Network Associate (CCNA); one (1) Certified Fortinet NSE 5 - Network Security Analyst; one (1) Certified Network Security Professional. 	<ul style="list-style-type: none"> Provide technical oversight of a multi-site enterprise level WAN, including planning, implementation/expansion, maintenance, and troubleshooting. Prepare and maintain documentation of network configurations and cabling layouts. Design, deploy, administer and monitor the Wired and Wireless Infrastructure and supporting systems. Recommend upgrades, patches, and new applications and equipment. Recommend innovative and automated 	<p>Mondays to Fridays regardless of holidays on the following shifts (6:00 a.m. – 3:00 p.m. and 2:00 p.m. – 11:00 p.m.)</p> <p>Weekends (6:00 a.m. of Saturday to 7:00 a.m. of Monday [required number of personnel varies])</p>

Required Position/Shift	Qualifications	Functions	Time
		<p>approaches for system administration tasks.</p> <ul style="list-style-type: none"> ● Design, deploy, administer, analyze and monitor network security and make recommendations or implement patches/fixes to address potential security holes. ● Provide hardware and operating system support for the corporate and field computer systems environment. 	
<p>4 - Desktop Administrator (1 - 1st shift; 2 - 2nd shift; 1 - 3rd shift)</p>	<ul style="list-style-type: none"> ▪ College graduate with a minimum of two (2) years' technical working experience for at least two (2) Desktop Administrators as a Microsoft Certified Desktop Support Technician (MCDSIT) or its equivalent, or a higher Microsoft Product Certification, CompTIA A+ Hardware is a plus 	<ul style="list-style-type: none"> ● Provide a single point of contact for end-users to receive support and maintenance within the organization's desktop computing environment. ● Installing, diagnosing, repairing, maintaining, and upgrading all hardware and equipment. 	<p>Mondays to Fridays regardless of holidays starting from 7:00 a.m. – 4:00 p.m.; 8:00 a.m. – 5:00 p.m.; and 2:00 p.m. – 11:00 p.m. Regular schedule may change subject to DBM request.</p>
<p>1 - Data Center Computer Operator</p>	<ul style="list-style-type: none"> ● At least two (2) years' experience in Batch Operations ● At least one (1) year experience in different operating system ● College degree holder 	<ul style="list-style-type: none"> ● Create and maintain batch jobs and reports. ● Perform and monitor regular batch runs, job requests, and generate reports/correspondence. ● Perform clean-ups and regular housekeeping functions ● Responsible for the administration of end- 	<p>Mondays-Fridays starting from 10:00 p.m. – 7:00 a.m.</p>

Required Position/Shift	Qualifications	Functions	Time
		of-the-day batch processing and managing deployment tasks relative to batch architecture	
1 – Telephony Administrator	<ul style="list-style-type: none"> College degree graduate with a minimum of one (1) year technical working experience, inclusive of active certification as Avaya Certified Support Specialist (ACSS) 	<ul style="list-style-type: none"> With technical proficiency necessary to deliver installation, configuration, administration, maintenance and troubleshooting support for both analog and digital communications. Administer, maintain and troubleshoot intermediate to advanced configurations of core components. Interpret and resolve end-users technical issues related to the core components. 	Mondays-Fridays starting from 8:00 a.m. – 5:00 p.m.

The DBM shall reserve the right to recommend replacement of personnel assigned in the project. As a result of such recommendation, the SERVICE PROVIDER shall provide a replacement having the same qualifications specified in Section III (Manpower Requirements and Deployment within fifteen (15) calendar days from receipt of notice subject to the approval of the ICTSS Head.

VII. SERVICE LEVEL AGREEMENT

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
Manpower Requirement	The SERVICE PROVIDER shall provide the required Manpower Requirements within fifteen (15) working days from receipt of Notice to Proceed (NTP).	Five percent (5%) of the personnel's monthly salary for every day of delay to report for work.
Attendance	<p>The personnel provided by the SERVICE PROVIDER shall report to work as stated in the schedule under Manpower Requirements and Deployment.</p> <p>Planned or unplanned leave of absences shall be subject to ICTSS Head approval. Upon the continued absence of personnel, planned or unplanned, of more than three (3) working days, the SERVICE PROVIDER shall designate a temporary replacement for that personnel with same qualification specified in Manpower Requirements to the approval of the ICTSS Head.</p> <p>Habitual Tardiness (5 times or more in a month) shall be prohibited.</p>	<p>Daily rate or a fraction thereof of the affected personnel shall be deducted.</p> <p>Daily rate plus one-tenth (1/10th) of one percent (1%) of the monthly rate of the affected personnel.</p> <p>1% of the personnel's monthly salary for every day tardy in excess of 4 days.</p>
Submission of Report	The SERVICE PROVIDER shall submit Monthly Accomplishment Report for each personnel every 1st week of the succeeding month.	1/10 th of 1% of the total monthly cost for every day of delay.
Recommendation for Replacement	The DBM shall reserve the right to recommend replacement of personnel assigned in the project. As a result of such recommendation, the SERVICE PROVIDER shall provide for a replacement having the same qualifications specified in Manpower Requirements within fifteen (15) calendar days from receipt of notice subject to the approval of ICTSS Head.	1/10 th of 1% of the affected personnel's monthly salary for every day of delay for failure to provide replacement.
Resolution of issues (admin and ops)	The SERVICE PROVIDER shall be able to resolve administration and operations issues (i.e. Systems, Database, Batch jobs, power and cooling) raised within four (4) hours from notification for critical issues, and within eight (8) hours for non-critical issues. (Critical issues are issues affecting efficiency of operations). Closure of issues should be	1/10 th of the monthly billing for every hour of delay in excess of Resolution Time.

CRITERIA	DESCRIPTION	LIQUIDATED DAMAGES
	made by DBM authorized personnel only.	
Data Center Management, Operations, and Maintenance	Provide support and maintenance within fifteen (15) calendar days upon receipt of NTP. A Certificate of Service Performance Report shall be the basis for the monthly billing.	1/10 th of 1% of the total monthly cost shall be imposed for every percentage point below 99.9% Uptime for causes attributable to the SERVICE PROVIDER.

The ICTSS Director should issue an Acknowledgement Certificate for each documentation submitted by the SERVICE PROVIDER, followed by the Certificate of Acceptance for each documentation once found approved by the same approving authority.

VIII. WARRANTIES OF THE CONTRACTOR

1. The SERVICE PROVIDER warrants that it shall conform strictly to all the terms and conditions of this Terms of Reference.
2. The SERVICE PROVIDER warrants, represents and undertakes reliability of the services and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the DBM. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ DBM employees to work in any category whatsoever.
3. The SERVICE PROVIDER shall comply with the laws governing employee's compensation, Philhealth, Social Security and labor standards, and other laws, rules and regulations applicable to its personnel employed by the SERVICE PROVIDER on account of the contracted services. The SERVICE PROVIDER shall pay its personnel not less than the minimum wage and other benefits mandated by law.
4. The SERVICE PROVIDER, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The SERVICE PROVIDER undertakes to pay all fees or charges payable to any instrument of government or to any other duly constituted authority relating to the use or operation of the installation.
5. The personnel of SERVICE PROVIDER shall take all necessary precautions for the safety of all persons and properties at or near their area of work

and shall comply with all the standard and established safety regulations, rules and practices.

6. The SERVICE PROVIDER shall coordinate with the authorized and/or designated DBM personnel in the performance of their jobs.
7. The SERVICE PROVIDER shall be liable for loss, damage or injury due directly or indirectly through the fault or negligence of its personnel. It shall assume full responsibility thereof and the DBM shall be specifically released from any and all liabilities arising therefrom.

IX. CONFIDENTIALITY OF DATA

1. The SERVICE PROVIDER shall document detailed procedures/techniques in identifying system security risks and breach/es and how such shall be handled.
2. All personnel of SERVICE PROVIDER shall be required to sign a non-disclosure agreement.
3. The DBM system, its components, parts and all product, product samples and specifications, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as "Proprietary Information") are confidential and proprietary to the DBM.
4. The SERVICE PROVIDER agrees to hold the Propriety Information in strict confidence. SERVICE PROVIDER furthermore agrees not to reproduce, transcribe, or disclose the Proprietary Information to third parties without prior written approval of the DBM.
5. To ensure the confidentiality of all information that will come to the knowledge of the SERVICE PROVIDER and its personnel detailed with the DBM, the SERVICE PROVIDER and its personnel assigned therein shall be considered agents of the DBM. The contract that will be executed heretofore shall categorically provide that the SERVICE PROVIDER and its personnel, as agents of the DBM, shall uphold strict confidentiality any information regarding the business, income or estate of any taxpayer.
6. The SERVICE PROVIDER and its personnel detailed with the DBM shall be liable to penalties imposed under Section 270, in relation to Section 269 of the Tax Code of 1997, in case of any unlawful divulgence of any information regarding the business, income, or estate of any taxpayer.

X. TERMS OF PAYMENT

1. The SERVICE PROVIDER shall be paid subject to all applicable withholding taxes.
2. The SERVICE PROVIDER shall be paid on a monthly basis from submission of the documentary requirements as stated under Section 3.6 in addition such as, but not limited to the following:
 - a. Billing Statement/Statement of Account
 - b. DTR validated and approved by each head of office;
 - c. Monthly Accomplishment Report certified true and correct by each head of office;
 - d. Performance Evaluation Report (quarterly);
 - e. Approved letter request for replacement, whenever necessary;
 - f. Certificate of Service Performance and certified true and correct.
3. Payment shall be made within a reasonable time from submission of the abovementioned requirements and all other documents based on existing accounting and auditing laws, rules and regulations.
4. No advance payment shall be made as provided in Section 88 of PD 1445.

XI. PRE-TERMINATION OF CONTRACT

The Contract for the Facility Management may be pre-terminated by the DBM for any violation of terms of the contract. In case of pre-termination, the SERVICE PROVIDER shall be informed by the DBM thirty (30) days prior to such pre-termination.

In case of pre-termination, the SERVICE PROVIDER shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the Performance Security.

The DBM shall have the right to blacklist the SERVICE PROVIDER in case of pre-termination.