TERMS OF REFERENCE

Procurement of Operations and Maintenance (O & M) Services and Cloud Subscription Services for the NEA Business Intelligence Technology (NEA-BIT) System

BACKGROUND

In 2017, the NEA received a grant in the form of Technical Assistance (TA) from the European Union (EU) and was administered by the World Bank. The TA, which includes the NEA Business Intelligence System (NEA BIT) in cloud platform as a service (PiaS), was implemented for two (2) years from 2017 to 2019. To sustain the project, NEA as anchored in its commitment letter to WB, has assumed the NEA BIT Project funding through its internally generated funds which include the Annual Software Operating and Maintenance cost of the Business Intelligence Project and the cloud subscription service platform.

The NEA BIT system was officially adopted through a policy as the official reporting tool of the ECs in fulfilling the mandate of R.A. 10531, towards the completion of rural electrification in forging sustainable development.

The NEA BIT Application System replaced the existing manual reporting system of the ECs considered as one of NEA's mission-critical systems. The system caters a 24/7 online submission, and processing of information through a Data Entry Template (DET) downloaded from the 121 ECs with more than 1500 end-users nationwide. Due to the application system's inherent complexity and wide range connectivity, the application has to be processed in the cloud considering the huge/voluminous data from various geographical locations of ECs, special hardware, and software requirements.

Operation and Maintenance (O&M)

After the transition period, on May 26, 2021, the NEA Business Intelligence Technology (NEA-BIT) Project resumed and became fully operational with its 121 client ECs participating in the "Go Live" event which marked the start of the successful implementation for 2021.

Under this scenario, NEA & ECs have significantly continued enhancing effectiveness through data exploration, mining, and analysis, enabling accurate and timely data to more effectively fulfill EC oversight functions. NEA has since improved in its data analysis maturity for almost two (2) years in transition. Moreover, NEA and the ECs have been performing even deeper, more insightful, creative, and non-siloed analyses due to data that are easily accessible through the system. The reporting harmonization and standardization initiatives across the sector also ensure a single source of truth for the NEA reports.

Cloud Subscription

The existing Cloud System Provider (CSP) of the NEA BIT is under a similar proprietary environment. To ensure full system compatibility with the proprietary-based software applications, configurations, and licenses such as MS SQL, Power BI, and Windows Active Directory System, a similar cloud computing platform shall be used for deploying and managing the NEA BIT application and services.

To sustain its yearly operations, the contract for the NEA BIT Operations & Maintenance (O & M) and Cloud Subscription Services has to be acquired.

A. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the Contract (ABC) is **Eleven Million Five Hundred Thousand Pesos (P 11,500,000)**, inclusive of all applicable taxes, and will be sourced from the NEA 2023 Corporate Operating Budget (COB)/internally generated.

As approved in the 2023 (COB), 2023 Annual Procurement Plan, and ISSP of the agency, the NEA aims to sustain/continue the BI system's O&M and Cloud Subscription.

Operations and Maintenance (Php6,500,000.00)
Service Desk/User Management
Infrastructure Management
Application Management (Correctives, Functional Support and Enhancements)
Cloud Subscription (Php5,000,000.00)
Subscription Cost
Power BI Pro (10 licenses)
Migration Services

Itemized/detailed costing/breakdown of the cost components of the project proposal shall be submitted/included in the financial bid proposal.

B. TERMS/PROJECT DURATION

Twelve (12) months duration of the Contract which will commence within twenty (20) calendar days upon issuance of the Notice to Proceed (NTP).

C. QUALIFICATIONS OF BIDDER

The Vendor must have a minimum of five (5) years of proven experience as a firm that provides data warehousing (Operations and Management of Business Intelligence) and Cloud Services.

The Cloud Service Provider (CSP) should be able to provide the same cloud platforms (Microsoft Azure), services, and associated licenses with the current Cloud Service Platform and environment, which will ensure full compatibility and satisfy NEA-BIT's platform requirements and necessary software licenses, hardware accessories, services, etc.

Must have a physical office located in the Philippines operating for more than a year supporting similar IT-based projects in cloud/traditional platforms.

D. OBJECTIVES

1.) To sustain, continue, and make available the necessary Operations and Maintenance (O & M) Service Desk/Infrastructure Management and Application Management to the existing NEA Business Intelligence System which includes the Web Portal and Data Warehouse.

2.) To ensure that service levels are continuously met including corrections of production of incidences and functional support.

3.) To provide and efficiently manage the general ICT infrastructure and platform support in production, including cloud infrastructure platform facilities and management

4.) Provide regular monitoring and reporting of system performance, utilization, and efficiency and ensure that the NEA BIT application and infrastructure is up and running.

5.) To provide knowledge transfer, shadowing, and turn-over to NEA technical staff before the end of the contract period.

6.) For cloud subscription, to continue and acquire a cloud platform service subscription, which will ensure full compatibility, satisfy all NEA-BIT's platform requirements, and provide the necessary software licenses, hardware accessories, and services.

E. DEFINITIONS

1.) **Client:** NEA is the primary client.

2.) **Vendor:** shall take responsibility for the provision of **Operations and Maintenance** which will include Service Desk, Technology Management (inclusive of the Contractor Level & Cloud Infrastructure) Application Management and Change Management as well as any handover support and; Cloud Platform Facilities and Management services;

F. SCOPE OF WORK

The overall scope of these services includes:

1.) Operations & Maintenance

a. User Management
b. Application Management
c. Infrastructure Management
d. Enhancements

The scope of work will also include Transition Planning, which will provide direct support to the NEA's Project Team as they manage transition and sustainability as follows:

- The winning vendor must be able to fully operate NEA BIT within one month after NTP.
- Training, shadowing, and transfer of technology must be provided to NEA and shall fully assist, cooperate, and support during the transition if the project is awarded to another Provider by allowing them to study and assess the existing NEA BIT System one month prior to end of contract.

2.) Cloud Subscription

The Cloud Service Provider (CSP) will be responsible for provisioning the required cloud platforms, services, and associated licenses with the ***maximum resource*** specifications to ensure compatibility and NEA BIT's continuous service

G. O & M DETAILED SCOPE OF WORK

1.) User Management

The Service Desk (SD) will serve as the single point of contact (SPOC) for all IT concerns / issues of the users from NEA and the ECs. The SD shall provide Level 1 IT Support such as:

- Receive inbound technical concerns via calls, web portal, and email by logging received Incident and Service Requests.
- Provide technical analysis and First Call Resolution (FCR)
- Escalate tickets to concerned groups, track and monitor ticket updates
- Serve as a Single Point of Contact (SPOC) between end-users and IT
- Analyze and report aging tickets to a concerned group.
- Provide Dashboard Reports, Monthly Operations Reports, and other reports as may be required by NEA.
- Vendor must provide software for OTRS.

2.) Application Management

Application Management Services covers corrections of production incidences, functional support, and enhancements.

a. Correctives (Incidences)

The following table shows the type of service demands to be managed:

Service Subtype	Description
Data Modification Due to Program Error	Refers to data modification services for erroneous system data on the web portal or BI reports, caused by a faulty program.
Program Error Correction	Refers to program error correction services for online or batch program problems that may occur in the application covered in this proposal.

The following will not be considered corrective: the implementation of new functionalities, modification of existing functionalities, etc., that, although they were required to solve problems, fix defects or create the functionality required by the user, were not considered in the specified requirements when the system, product, module or functionality were designed.

b. Functional Support (Service Request)

The Functional Support Service includes activities that are not expected beforehand and do not require program/code modification. The duration to resolve this request, which is usually short, shall be planned and agreed with NEA.
The following shows the type of demand that will be addressed by this service line:

Service Sub-type	Description
Investigation	Refers to causes of problems/errors that occurred to the application
Data Modification: User Error	Refers to data modification services for erroneous system data on an implemented application system caused by wrong inputs/handling by users affecting the application and requiring reversal or correction of such inputs
Data Modification: Exception	Refers to data modification services for erroneous system data in the covered platforms, applications, and interfaces as requested by users for exception handling
System Maintenance	Refers to the facilitation of modification services for erroneous system data in the covered platforms, applications, and interfaces as requested by users for exception handling of existing system table files, shall also include peripheral and activities surrounding the O&M of a system such as support to training, testing or provision of test data, and manual initiation of system processes.

c. Enhancements

This service line involves the creation of new functionality or modification of the current functionalities of the web portal.

The following are examples of enhancement activities that vendor may provide to NEA:

- Change in an enhancement caused by business needs
- Update of forms needed to change government requirements
- Development and addition of new functionalities in the system

The definite scope/planned enhancements shall be defined and agreed upon during the planning stage of the service. Acceptance of the final result with regard to agreed-upon enhancements shall be subject to confirmation of NEA, with corresponding man-hours adjustment. Likewise, enhancements will only be done within the same technology stack currently supported in the project. Enhancements, which will require a new technology other than what is currently used shall be considered.

3.) Infrastructure Management

a. Infrastructure Monitoring

- Ensure 100% reliability, availability, and performance standards including operational tasks such as regular backup, disaster recovery, and business continuity.
- Provide security to cover best practices including secure coding, vulnerability scanning, and monitoring, firewalls, and data privacy concerning personal information.
- Regular monitoring and reporting system of performance utilization, and efficiency
- Performs and submits monitoring reports to NEA to ensure that the infrastructure is up and running

b. Infrastructure Maintenance Service

Infrastructure Maintenance Service consists of planned or periodic maintenance tasks used to proactively maintain the optimum performance, efficiency, and stability of the NEA BIT System.

- Provide technical system support including the following:
  - Storage Management
  - System Programming and Capacity Planning
  - Performance Tuning
  - Installation and Maintenance of System Software Products
- Provide technical advice and support to the following:
  - Application Development and maintenance staff, as required
  - Service Desk / Authorized Users as necessary
  - Application Development and Maintenance (ADM)
  - In-depth analysis of operations data environment.
  - Execute the planned changes in capacity requirements.
  - Perform annual disaster recovery tests with end-users
  - Create handover documentation, diagnostic scripts
  - Establish system tuning and performance processes
  - Execute security measures for the Storage and backup infrastructure

c. Disaster Recovery (DR Management)

- Implements procedures and tools to operate the availability systems based on the submitted manual of implementation
- Provides up-to-date documented Disaster Recovery Plan (DRP)/Business Continuity Plan (BCP) in collaboration/coordination with CSP.

4.) Technical Scope

The vendor shall provide the following service lines, covering the platforms listed:

Service Line	Component	Technology/Platform
Service Desk	- Service Desk Personnel - Ticketing Tool	Online Ticketing Resource System (OTRS)
Technology Management	Cloud services specialist or any IT	Other Hardware systems are required for the NEA BIT.

	professional with related skills	Collaboration and monitoring work with CSP and NEA staff to run the NEA BIT
Application Management	Web Portal	ASP Net, Angular JS, and others
	ETL/Data warehouse	SSIS
	Front End/Reports	SSAS, SSRS, Power BI, and others

No disruption of operations or delay shall be allowed caused by the Vendor's inability to implement the project upon commencement of the contract. Application of penalties for delays and or Termination of the contract shall be applied by NEA under the guidelines set forth by R.A. 9184 and its IRR.

5.) Service Schedule and Location

a. Contract Duration and Support Hours

The Vendor shall provide the following support hours:

Service Line	Location/ Support Hours
Service Desk/OTRS	Offsite 24 x 7 support
Application Management	Offsite 8 x 5 (normal business hours) Mondays-Fridays: excluding holidays
Technology or Infrastructure Management	Offsite 24 x 7 excluding holidays

b. Service Delivery Location

The off-site support location shall be at the Vendor's Office. Vendor shall have a designated technical support office within their premise and if possible within NEA Office for on-site support when necessary. The Service Manager shall regularly visit NEA at an agreed frequency of at least once a month, or as deemed necessary by NEA. Online virtual conferences and meetings shall be allowed as a feasible option.

Whenever necessary, NEA may provide network access for the delivery of support services (e.g. network access testing, etc.)

c. Service Organization

The vendor-required service organization should identify the roles and responsibilities within the Operations and Maintenance Service. All identified personnel in the vendor's Team should have a minimum of at least 3 or more years of experience in the operations of BI in the cloud and Microsoft Azure environment or equivalent as well as relevant certification on software or related services in the cloud.

Below is the required Team Profile of the Vendor. The vendor is required to provide complete Team Profiles (Curriculum Vitae, which includes work experience, and education) of identified personnel deemed as qualified for each role. Submit the name corresponding to the roles identified hereunder as part of technical documents during the bidding period.

Role	Main Responsibilities
Account Manager	Provides contact for account-level concerns such as new engagements or new directions for the service

Service Delivery Manager (SDM)	Acts as a single point of contact for Vendor for service-level deliverables and concerns; Manages the tasks of the team to ensure that they are delivered on time
Service Desk Lead or Team	Receives all calls from the users and logs/updates tickets in OTRS (ticketing tool)
Infrastructure Management Lead or Team	Maintains the health of all environments (Development, Test, and Production) and ensures infrastructure availability of the solution in the cloud and on the CSP side during prescribed operating hours.
Application Management Lead or Team	Addresses reported application issues and deploys enhancements to the application per user specification.

6.) Demand Management

To properly control the demand of work of NEA, at any peaks or lows during the service, and to properly align the vendor's productive capacity with NEA's demands, sufficient capacity will be ensured all throughout the service. The monitoring of man-hour allocation shall be performed regularly on a monthly basis. The provider shall submit the proposed Workload for Application Management from the start of the project or as may be deemed necessary or as required by NEA.

Any unused or not utilized man-hours in any given month during the duration of the contract will be fully carried over in the succeeding month.

Any deviation from the baseline shall be communicated to the NEA one (1) month before it happens to ensure the efficient allocation of the resources.

Service Line	Man-hours/month
Application Management (Correctives, Functional Support, Enhancements)	500 Man-hours
Infrastructure Management (Infrastructure Maintenance Service and Disaster Recovery Management)	

H. CLOUD SUBSCRIPTION TECHNICAL SPECIFICATIONS

The main objective is to continue and acquire the same cloud platform service subscription and environment, which will ensure full compatibility, satisfy all NEA-BIT's platform requirements, and provide the necessary software licenses, hardware accessories, and services.

SERVICE FEATURES	REQUIREMENTS
Disaster Recovery and Business Continuity	Automate the recovery of services when a site outage happens at the primary datacenter. Bring over applications in an orchestrated way help restore service quickly
Automation	A cloud-based automation and configuration service that provides consistent management across cloud platform. Must have the following capabilities: • Orchestrate process using similar graphical, Power shell • Collect Inventory

	• Track changes • Assess compliance • Schedule update installation • Role based access control • Heterogeneous
Traffic Management	Capability to control the distribution of traffic across your applications endpoints. Continuous monitoring of endpoint health and automatic failover when endpoints fail.
Data Management	* SQL Database, Data Storage, Import/Export Capabilities and Files Services. * Must support Microsoft SQL Server 2012 and higher.
Identity Management	Capability to run Windows Active Directory to tie the local network and the cloud network together.
IP Requirement	Provide Public IP resources to communicate with other cloud resources, on-premises network, and the Internet.
Security	Inclusion of unified security management platform that includes the following features: • Security health monitoring for both cloud and on-premises workloads • Security threat blocking through access and app controls. • Adjustable security policies for maintaining regulatory and standards compliance. • Security vulnerability discovery tools and patches. • Advanced threat detection through security
Privacy	• Alerts and analytics must be resilient to attack, able to safeguard user access to the cloud environment, and keep customers data secure. • Must offer continuous security-health monitoring • For entire environment across public cloud and on premise Infrastructure. Must be covered by the Data Privacy Act.
Back up Capability	Must include automated back-ups and database replication and redundancy capabilities.
Scalable Resources	Provide the capability to increase/decrease resources, as needed, to support any period of unpredictable high/low usage. Scalable resources include but not limited to: • Bandwidth • Servers • Storage • Database Instances
Software Licenses Requirements	Cloud provider will be responsible for licensing, including but not limited to operating systems, servers, databases applications, BI tool and web SSL Certificates.
Period Performance	The period of performance for this subscription is One (1) year pay as you go service, subject to renewal upon satisfactory delivery of the provider.
Vendor Support	* Virtual Machine Connectivity must be at least 99.90% at any given time.

	* Vendor must provide online/telephone and onsite support as agreed according to Service Contract. Vendor will provide onsite support after Four (4) hours of downtime
Knowledge Transfer	Vendor must provide knowledge transfer/handover Technical Session and Training for NEA Key Technical Personnel. (Cloud Administration, Basic Troubleshooting, Management and Operations).
Services	Vendor shall move/migrate all resources from current cloud computing platform to the new cloud computing service platform when necessary.

NEA BIT INFRASTRUCTURE REQUIREMENTS	
Service Feature	**Requirements**
Virtual Machines **Production Environment** **(- 540 hours up monthly/ VM)**	1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 4 vcpus, 28 GiB memory with Enterprise SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB) **1 Server Instance up to 8 vcpus, 64 GiB memory** Managed Disk 1 (up to 256 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) Active Directory Domain Service Enterprise (Primary) DNS Hosted Zone
Performance Environment **(-180 hours up monthly/ VM)**	1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) Active Directory Domain Service Enterprise (Replica Sets)

Pre-Production Environment (-180 hours up monthly/ VM)	1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)
QA Environment (-180 hours up monthly/ VM)	1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)
Disaster Recovery Environment (Standard A2 v2 - 540 hours up monthly; other VMs - 180 hours up monthly / VM	1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (128 GiB) 1 Server Instance up to 2 vcpus, 7 GiB memory Managed Disk 1 (up to 256 GiB) 1 Server Instance up to 4 vcpus, 14 GiB memory with Standard SQL Managed Disk 1 (128 GiB) Managed Disk 2 (Up to 1024 GiB)
Automation	Process Automation Capability: 500 included minutes and 500 additional minutes, 1 Watcher x 744 hours
Backup	VMs and Database Type, 1 Instance(s) x 1 TB, GRS Redundancy, High Average Daily Churn, 30 Daily RPs, 1 Weekly RPs, 1 Monthly RPs, 1 Yearly RPs, After 1st-month duration, 3174 Total Storage
Data Transfer	150GB (increase if needed)
VPN Gateway	Express Route Gateway, Standard tier,840 gateway hour(s), 10 s2s tunnels, 128 P2S tunnels, Zero (0) GB, inter-VNET VPN gateway type, Load Balancer

VPN Gateway	VPN Gateways, Basic VPN tier, 744 gateway hours, 10 S2S tunnels, 128 P2S tunnels, 140 GB, Inter-VNET outbound VPN gateway type
Traffic Manager	1 million DNS queries/mo,9 endpoint(s),0 Fast endpoint(s), 0 External endpoint(s), 0 Fast external endpoint(s), 0 million(s) of user Measurements. 0 million(s) of data points processed
IP Addresses	15 Dynamic IP Addresses 10 Public IP Addresses 25 Static IP Addresses
Storage Accounts	1. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 2 TB Capacity - Pay as you go, 2. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 600 GB Capacity - Pay as you go, 3. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 588 GB Capacity - Pay as you go, 4. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 567 GB Capacity - Pay as you go, 5. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 395 GB Capacity - Pay as you go, 6. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 267 GB Capacity - Pay as you go, 7. 1 Block Blob Storage, General Purpose V1, LRS Redundancy, 200 GB Capacity - Pay as you go
All others not included in the Technical Specs should conform to all requirements of the Terms of Reference (TOR)	

I. DOCUMENTATION REPORTING

Complete documentation is periodically required (bound) which should include Gantt Charts (schedules), methodologies, schematic diagrams, flow charts, analysis and process flows, as warranted.

Documentation and reporting to be submitted to NEA shall include periodic status reports of the activities performed, to ensure the maintenance and continual improvement of the service. The provider shall periodically develop reports, derived from NEA's Service Desk Ticketing Tool. The list of reports, information to be reported and the frequency of the reporting shall be agreed upon prior to the start of the service.

The vendor should prepare and present progress and status reporting, analytics, monitoring, and service tracking for Cloud Subscription at least twice a month (at the minimum) or as the need arises to the NEA BIT Project Management Team.

The reports shall include the following information:

- Profile of tickets
- Ticket trend analysis
- Service level attainment
- Reasons for not attaining the service levels, if any, and recommendations to meet and/or improve service levels.

- Improvements made if service levels are attained
- Performance and other supporting documents
- Cloud Measured Service
- Cloud Monthly Billing Reports
- Other reports that may be required by NEA

The following O&M reports shall be provided to NEA, together with other reports that may be required.

Report	Purpose	Contents
Operational Report with Analytics		• Statistics of Open and Resolved Cases • Details of Processed Requests, including priority level, type of request, status, and diagnosis • Trending of Received Cases • Other analytics/Reports which may be required
SLA Report	To analyze the fulfillment of the SLAs during the Indicated period	SLA Critical Tickets status Demand Base lining (baseline vs. consumed) Issues/recommendations /risks Other highlights /considerations which Maybe required by NEA
Service Improvement Plan	To propose and explain improvements plans as needed arises	• Reviews of the processes Concerned • Purpose • Suggested Plans of Action for improvement • Priority • Request for Approval • Proposed Implementation • Schedule

J. OTHER REQUIREMENTS

1.) Operation & Maintenance

a. The Vendor shall ensure that the Operation and Maintenance of NEA-BIT meet the compliance demands of NEA.

b. The Vendor maintains and provides technical support, troubleshooting, and fixes service outages or performance issues to help the organization achieve its primary objective of seamless, full security control and management of the NEA-BIT without interference.

c. The support hours and location will follow the details in the service hours and location section. In case NEA requires a different support hour, both shall agree and devise a harmonized decision.

d. Service Desk and Application Support will work primarily off-site, within the provider's premises, except in special situations where some members of the team will need to work in NEA premises, such as Meetings, Presentations, and Problem Isolation (if needed). In such instances, NEA may provide a work area for the provider, with the necessary facilities such as network connection, internet connection, and other equipment, if needed.

e. Provides direct support to the NEA BIT project Team as they manage transition and sustainability in terms of coaching, communication, and other related concerns.

f. NEA shall provide access to the necessary information to support the work, provided that the disclosure of the information is not in violation of any applicable confidentiality and privacy laws as well as policies of NEA.

g. The Vendor shall not replace the assigned employee/staff or agents involved in this project within the entire duration of the Contract, without NEA approval.

h. The Vendor will commence preparatory activities for the extraction of EC/NEA data from NEA-BIT to the Command Center

2.) Cloud Subscription

a. Experience

The CSP should have related experience in the provision of similar cloud services in similar environments for at least five (5) years and should have a local support center/engagement or as a fulfiller for cloud other than portal/web service.

b. Transfer of Technology

The provider shall brief and train NEA's technical personnel on the cloud's basic administration, configuration, and troubleshooting and provide regular updates on technical matters, one month before the end-of-contract.

K. CLOUD SUBSCRIPTION SERVICE LEVEL AGREEMENT/SECURITY AND DATA OWNERSHIP

1.) Service Commitment

Cloud Provider shall ensure that the cloud subscription is available with a Monthly Uptime Percentage of at least 99.90%, in each case during any monthly billing cycle (the "Service Commitment"). In the event that the CSP does not meet the Service Commitment, NEA will be eligible to receive a Service Credit as described below.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by the agency for cloud subscriptions affected by the monthly billing cycle in which unavailability occurred in

accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.90%	10%
Less than 99.0%	30%

In the event that NEA exceeds the allotted uptime hours in a given month, Cloud Provider shall be allowed to reduce in the following month either the uptime hours or compute capacity of other virtual machines equivalent to the excess usage in terms of monetary value. Cloud Providers, however, shall seek approval from NEA of what virtual machines will be impacted prior to implementing the reductions.

2.) Security

a. The CSP should meet international security standards and should abide by all relevant Philippine Laws and industry standards.

b. Accepted international security assurance controls include ISO/IEC 27001 and 2708. Data will be encrypted using industry-tested and accepted standards and algorithms. Data privacy law will apply in the processing of personal information. Encryption Requirements - AES (128 bits and Higher)

3.) Data Ownership, Retrieval, and Interoperability

a. Data Ownership

NEA will retain full control and ownership over their data, with CSP's identity and access controls available to restrict access to customer infrastructure and data. The CSP should provide customers with a choice as to how they store, manage, and protect their data, and not require a long-term contract or exclusivity.

b. Ownership

Service contracts and other SLAs related to the provisioning of cloud services for NEA shall clearly provide that any data migrated to the cloud remains the property of the agency, regardless of who owns, manages, or operates the cloud. NEA will retain rights of data access, retrieval, modification, and deletion regardless of the physical location of the cloud services, including the right to approve, deny and revoke access by third parties.

c. Access

Access retrieval, modification, and deletion of data remain the right of NEA and will be reflected in the relevant service contracts. The policies and processes pertaining to data access will be defined according to the needs of the procuring entity and specified in the agreement between the NEA and the cloud provider.

d. Interoperability

The CSP should allow NEA to move data on and off their cloud platforms as needed.

L. TERMS AND CONDITIONS OF PRICING

In determining the proposed price for the service, the following shall be observed:

1.) Price should be inclusive of VAT, in Philippine Peso, and is valid until one (1) year from the date of submission.

2.) O&M Billing shall be progressive on a monthly basis upon submission and completion of the required deliverables as stated in the scope of work.

3.) Cloud service subscription will be paid on a monthly basis subject to the issuance of a Statement of Account (SOA) and monthly report of services/deliverables rendered.

TECHNICAL WORKING GROUP:

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MA. CHONA O. DELA CRUZ
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Chairperson