



Provincial Government of Cavite

**WEBSITE HOSTING
SERVICES FOR
PROVINCIAL
GOVERNMENT OF
CAVITE**

Terms of Reference

EXECUTIVE SUMMARY

The Provincial Government of Cavite (PGC) website serves as the main channel for public information distribution. The website, which receives 116,000 visitors per month on average, lets users read and download both current and past content, such as the Executive Legislative Agenda, the Cavite Ecological Profile, and other relevant and comparable documents.

The website also hosts almost all of the in-house developed systems of the Provincial ICT Office (PICTO). The current capacity is no longer enough to handle all the systems. In this regard, PGC seeks to acquire the professional web hosting services of a company to host its website for a period of two (2) years.

The project has a total approved budget cost of **Three Million Nine Hundred Ninety Eight Thousand One Hundred Sixty Four Philippine Peso (PhP3,998,164.00)** VAT inclusive including the one time professional fee of **One Hundred Sixty Thousand Philippine Peso (PhP160,000.00)**, to be paid based on the agreed monthly lease term of **One Hundred Forty Five Thousand Three Hundred Eighty Five Philippine Peso (PhP145,385.00)**, for the entire engagement duration of two (2) years and shall be fully operational **thirty (30) calendar days** after the issuance of Notice to Proceed.

I. GENERAL INFORMATION

a) Project Background/Description

PGC requires a reliable, secure, and scalable hosting solution for its website, www.cavite.gov.ph. Given the increasing demands for performance and uptime, it is essential to have a website hosting provider that can offer a platform with minimal downtime, robust security measures, and scalability as the business grows.

b) High-Level Project Scope

The scope of the project is composed of the following:

1. Provision of the following:
 - Server resources.
 - Security and monitoring
 - Backup and recovery
 - Email hosting and management
2. Ensure compliance with data protection laws and regulations.

c) Objective

The key objectives of the project are:

1. **Ensure High Availability:** A minimum of 99.9% uptime for the website, ensuring constant availability to users.
2. **Provide Security:** Regular security updates, data protection, and secure communication through SSL certificates and other security protocols.
3. **Optimize Performance:** Fast loading times and optimized server resources to handle varying traffic levels.
4. **Enable Scalability:** The ability to accommodate future growth in traffic, data, and functionality.
5. **Offer Support:** Provide timely technical support and guidance to ensure smooth operations.

II. SCOPE OF WORK

The services provided by the Service Provider shall include but are not limited to the following:

a) Hosting Environment

Provision of the following:

1. Dedicated Server

2. Server Location
3. Operating System
4. Web Server

b) Security and Data Protection

1. **SSL Certificate:** Implementation of SSL¹ to secure client data and communication.
2. **Firewall and Malware Protection:** Installation and configuration of firewalls, malware scanning, and DDoS² protection.
3. **Security Updates:** Regular updates and patching for server software to ensure protection against vulnerabilities.

c) Backup and Recovery

1. **Regular Backups:** Automated backups of all website data, databases, and configurations.
2. **Data Retention:** Retain backup data for 90 days for recovery in case of emergency.

d) Performance Optimization

1. **Caching:** Enable server-side caching to reduce load times.
2. **Content Delivery Network (CDN):** CDN integration for faster content delivery to global users.
3. **Database Optimization:** Ensure efficient database management and optimization.

e) Technical Support

1. **Support Channels:** 24/7 support via email, phone, and live chat.
2. **Response Time:** Response within 1 hour for high priority issues like service outages
3. **Uptime:** Uptime guarantee of 99.9% per month.

f) Additional Services

1. **Domain Management:** Domain renewal (if needed).
2. **Email Hosting:** Providing email hosting with spam filtering and other features.
3. **Website Migration:** Migration of existing website from the previous hosting environment

¹ Secure Sockets Layer (SSL) is a standard security technology for establishing an encrypted link between a server and a client

² Distributed Denial-of-Service (DDoS) – unavailability of network services

III. EXPECTED OUTPUT/DELIVERABLES

The minimum outputs or deliverables shall include the following during the thirty (30) days roll-out period from the issuance of the Notice to Proceed.

Scope	Deliverables
a) Hosting Environment	<ul style="list-style-type: none"> • Successful setup of web hosting services and migration of the existing website
b) Security Configuration	<ul style="list-style-type: none"> • SSL installation • Firewall setup • Malware protection
c) Back-up Setup	<ul style="list-style-type: none"> • Implementation of automated backup • Disaster recovery plan
d) Performance Optimization	<ul style="list-style-type: none"> • CDN integration • Caching mechanism (object caching, browser caching) • Database optimization
e) Technical Support	<ul style="list-style-type: none"> • 24/7 customer support • Timely troubleshooting for server-related problems, website downtimes, or service interruptions • Provide comprehensive knowledge base of self-help articles, tutorials, and FAQs
f) Additional Services	<ul style="list-style-type: none"> • Email account setup • Email forwarding and filtering

The minimum monthly outputs or deliverables shall include the following during the two (2) year-contract:

Scope	Deliverables
1. Technical Support	<ul style="list-style-type: none"> • 24/7 support via email, phone, and live chat.
2. Performance Report	<ul style="list-style-type: none"> • Reports on server performance, uptime, and resource usage
3. Security Report	<ul style="list-style-type: none"> • Reports on any security incidents, including firewall activity, malwarescans, and patch updates
4. Backup	<ul style="list-style-type: none"> • Daily incremental backup • Monthly full backup of website and related data

IV. TECHNICAL REQUIREMENTS

Detailed specifications of all devices and equipment shall be in Appendix A, Page

SERVER WORKLOAD

DESCRIPTION	BOQ	UOM
CLOUD SUBSCRIPTION		
VIRTUAL MACHINE 1		
Web Server		
Virtual Processor (configured with 8vCPU)	8	core
1/GB VRAM (configured with 16GB Memory)	16	GB

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DESCRIPTION	BOQ	UOM
1/GB Virtual VHD (configured with 256GB SSD storage capacity)	256	GB
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core
VIRTUAL MACHINE 2		
Web Mail Hosting		
Virtual Processor (configured with 8vCPU)	8	core
1/GB VRAM (configured with 16GB Memory)	16	GB
1/GB Virtual VHD (configured with 256GB SSD storage capacity)	256	GB
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core
VIRTUAL MACHINE 3		
Database Server		
Virtual Processor (configured with 12vCPU)	12	core
1/GB VRAM (configured with 16GB Memory)	16	GB
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core
VIRTUAL MACHINE 4		
Production Server		
Virtual Processor (configured with 12vCPU)	12	core
1/GB VRAM (configured with 16GB Memory)	16	GB
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	GB
VIRTUAL MACHINE 4		
Application Server		
Virtual Processor (configured with 12vCPU)	12	core
1/GB VRAM (configured with 16GB Memory)	16	GB

Website Hosting Services for Provincial Government of Cavite

DESCRIPTION	BOQ	UOM
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core
NETWORK FIREWALL SECURITY		
Includes: Network Protection, Web Protection, Webserver Protection, Enhanced Support and Zero-Day Protection (1C4) - Up to 10 SSL VPN	1	
CONNECTIVITY AND BANDWIDTH		
Per MB Bandwidth, Direct Internet Access - Primary	10	
Per MB Bandwidth, Direct Internet Access - Secondary	10	
Dedicated Public IP Address	2	
SERVER ANTI-VIRUS		
Sophos Managed Detection and Response (MDR) Complete is Sophos' most flexible and comprehensive 24/7 managed threat protection, detection, and response service. MDR Complete provides analyst-led threat hunting and investigation as well as full-scale incident response. Threats are fully eliminated. Optional add-ons include Sophos Network Detection and Response (NDR), Sophos integration packs, and extended data storage.	5	
DATABASE		
SQL Svr Standard Edition SAL - per user (*Per user to access the Laserfiche Server requires SQL License)	1	
Dedicated Public IP Address	3	

BACKUP

DESCRIPTION	BOQ	UOM
VIRTUAL STORAGE		
1/GB Virtual VHD (configured with 2900GB SSD storage capacity)	2900	GB
Backup & Replication Enterprise - Cloud	5	

The following must be accomplished during the implementation period:

Data Center

1. Create an organization for the client.
2. Add Organization VDC with resource based on BOM size.
3. Create Organization edge for network.

4. Set Network Subnet for the client.

Virtual Machine

1. Create VPN³ Connectivity with the client (IPsec⁴ to IPsec).
2. Configuration of Network and Webserver Security.

Knowledge Transfer

Conduct a two-day hands-on training on the following:

1. Content management
2. Technical backend

V. IMPLEMENTATION AGREEMENT

- a) Contact: Mr. Jahn Leniel S. Moya
Officer-In-Charge, Provincial ICT Office
Tel #: 419-0157
- b) Reporting obligations, notices, and approval process including minimum or essential reports' contents: The Service Provider will report directly to PICTO Head who will in turn approve notices and acceptance of deliverables, activities and other related tasks.

VI. ROLES AND RESPONSIBILITIES

Service Provider

- a) Perform the services and carry out the obligations with all persistence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
- b) Conduct all activities with due care and diligence, in accordance with this TOR and with the skill and care expected of a competent provider of the services required.
- c) Acknowledge that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
- d) Be responsible for the timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and finalized Project Plan within the time schedule specified in the TOR. Failure to provide such resources, information, and decision making may constitute grounds for termination. The completion schedule provided shall be considered extended under the following, which shall be validated by PICTO:
 1. Delays caused by the following:
 - 1.1. Force majeure or fortuitous events;

³ VPN (Virtual Private Network) – an encrypted connection over the Internet from a device to a network.

⁴ IPsec (Internet Protocol Security) is a suite of protocols and algorithms for securing data transmitted over the internet or any public network.

1.2. Acquisition of permits from different government agencies, provided that:

1.2.1. Without any fault from the Service Provider;

1.2.2. The cause of the delay must be communicated in writing to the PMG ten (10) days prior to the end of the implementation for each phase of the project; and

1.2.3. With the concurrence and approval of PGC through PMG

1.3. Change management which includes, but not limited to, site validation, resolution of issues and the like;

2. In all cases, claims for extension of implementation period due to any of the above causes shall be subject to approval by PGC.

Fortuitous events or force majeure, by definition, are extraordinary events not foreseeable or avoidable, events that could not be foreseen, or which, though foreseen, are inevitable.

- e) Abide by all the terms and conditions stipulated in the project contract.
- f) Submit to the Provincial ICT Office the final materials, reports and documents specified in the TOR or agreed upon during negotiation.
- g) All investments shall be borne by the Service Provider. It will be their responsibility to get insurance of all the equipment.
- h) Shall abide by all the applicable safety procedures, policies and standards of PGC when performing repairs, maintenance and/or installation(s) of equipment within the premises of work. Failure to adhere to relevant safety practices shall result in stoppage of work. The Service provider shall make the necessary correction(s) of the unsafe acts/practices to the satisfaction of PGC before the work can be resumed.
- i) In the event of contract expiration or termination, the fiber optic cable provided must be pulled-out in PGC's conduit pipe.
- j) Does progress reporting as shall be agreed upon.

VII. QUALIFICATIONS OF THE SERVICE PROVIDER

The following qualifications shall be required in evaluating the Service Provider:

a) Qualifications

- 1. The Service Provider must have two (2) years of experience in maintaining, troubleshooting, and handling technical back-end of websites;
- 2. The Service Provider must be registered online with the Philippine Electronic Government Procurement System (PhilGEPS) ([http:// www.philgeps.gov.ph](http://www.philgeps.gov.ph)) as a legitimate service provider for government requirements and services;
- 3. The Service Provider must have handled at least three (3) projects similar to the project being bid out within the Philippines;
- 4. The Service Provider must have handled at least one (1) website project equivalent to at least fifty (50%) of the ABC.

5. Must have at least 2 years' experience in Data Privacy implementation and has registered Data Processing System including Privacy Manual to NPC.

b) Experience

The team shall be composed of the following members:

1. **One (1) Account Manager** – dedicated to the PGC account and on call by PGC to ensure delivery of quality output and timely execution of the plan.
2. **One (1) Lead Programmer/Full Stack Developer** - dedicated to managing the coding, backend programming and database development of the website including infrastructure, system design, business process logic and website security.
3. **One (1) User Interface/User Experience (UI/UX) Designer** – visual thought leader skilled at leading the creative process and the creative team, from concept to execution and being able to provide structural design solutions.

Aside from the main members of the team, the Service Provider may assign other project staff whose functions and specializations are necessary to accomplish the aforementioned deliverables but only the three (3) identified members of the website team shall be evaluated by PICTO.

VIII. APPROVED BUDGET COST (ABC)

The total contract price shall not exceed **Three Million Nine Hundred Ninety Eight Thousand One Hundred Sixty Four Philippine Peso (PhP3,998,164.00) VAT inclusive**, to be paid based on the agreed monthly lease term of **One Hundred Forty Five Thousand Three Hundred Eighty Five Philippine Peso (PhP145,385.00)**, for the entire engagement duration of two (2) years.

DESCRIPTION	COST	
	Monthly	24 Months
Server Workload	135,426.00	3,250,224.00
Backup	9,959.00	239,016.00
SUBTOTAL	145,385.00	3,489,240.00
10% Retention Fee (Operation and Maintenance)		348,924.00
Professional Fee (One time)		160,000.00
GRAND TOTAL		3,998,164.00

- a) The one time professional fee and start of monthly payment shall commence only once the service is activated and upon issuance of the Certificate of Acceptance by the Provincial ICT Office (PICTO).
- b) Succeeding payment shall be made on a monthly basis subject to submission of billing statement and other supporting documents by the Service Provider.
- c) Payment for Operation and Maintenance will be as follows:

Retention Fee (Operation and Maintenance) for 2 years – PhP348,924.00		
- Year 1	50%	174,462.00
- Year 2	50%	174,462.00
Total	100%	348,924.00

IX. DURATION OF ENGAGEMENT, TIMELINE AND LEVEL OF EFFORT

- a) The Contract shall be for a period of two (2) years and renewable yearly or terminated anytime, at PGC’s option, subject to evaluation of performance and compliance with the policies of PICTO. If the contract is renewed, PGC shall notify the Service Provider within fifteen (15) days.
- b) Configuration shall be within Thirty (30) working days after the issuance of notice to proceed.
- c) Should the Service Provider fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to PGC by the Service Provider in an amount equal to one-tenth of one percent (1/10 of 1%) of the total contract price minus the value of the completed portions of the contract certified by PGC for each calendar day of delay until the Services are completed.⁵
- d) The two-year contract begins when the service is activated and the PICTO issues the Certificate of Acceptance.
- e) Free training/orientation shall be performed as well by the Service Provider for PICTO staff with regards to the technical aspects of the project.

X. BUSINESS CONTINUITY PLAN

The Service Provider shall have an optional business continuity plan and disaster recovery plan to offer to the Provincial Government of Cavite. It should cover all the critical services of ISP operation. The Service Provider shall provide detailed implementation plan and when availed, should satisfy the following:

- Be in place in not less than 24 hours
- Option to replace the equipment if not fixed within the specified time.
- Downtime of not less than 99.9%

PGC can exercise business continuity provisions from time to time for simulation and inspection purposes.

XI. TERMINATION OF PROJECT

The PGC shall terminate the contract, upon notice to the Service Provider, based on the following grounds/instances:

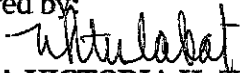
- a) The Service Provider fails to deliver or perform any or all of the deliverables within the period(s) specified in this TOR, or within any extension thereof granted by the

⁵ Section 68 of the RIRR of R.A. 9184

PGC pursuant to a request made by the Winning Bidder prior to the delay, and such failure amounts to at least ten percent (10%) of the total contract price;

- b) In case of *force majeure*, the Service Provider is unable to deliver or perform any or all of the deliverables/services under the project, amounting to at least ten percent (10%) of the total contract price, for a period of at least sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the *force majeure* has ceased;
- c) The Service Provider fails to completely deliver, install, and commission all the deliverables, equipment, and needed accessories and software within the committed timeline;
- d) The Service Provider fails to comply with the Technical Specifications listed in the TOR despite due notice and demand;
- e) The Service Provider fails to perform any other obligation under the TOR, the agreement, and all other applicable rules and regulations;
- f) The PGC may terminate the contract, in whole or in part, at any time for its convenience if the procuring entity has determined the existence of conditions that make the project Implementation economically, financially, or technically impractical and/or unnecessary;
- g) If the Service Provider is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, the termination will be without prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or Winning Bidder;
- h) The Service Provider has engaged, before or during the implementation of the contract, in unlawful acts in relation to the award and implementation of the contract. Unlawful acts include, but are not limited to, the following:
 - i. Corrupt, fraudulent, collusive, and coercive practices;
 - ii. Drawing up or using forged documents;
 - iii. Using adulterated materials, means or methods; and
 - iv. Any other act analogous to the foregoing.

Prepared by:



MARIA VICTORIA H. TULABOT

Information Systems Analyst III, Provincial ICT Office

Approved by:



JAHN LENIEL S. MOYA

Officer-In-Charge, Provincial ICT Office

Noted by:

HON. ATHENA BRYANA D. TOLENTINO

Provincial Governor

APPENDIX A: Bill of Materials

SERVER WORKLOAD

DESCRIPTION	BOQ	UOM	UNIT PRICE	COST
CLOUD SUBSCRIPTION			119,053.00	2,857,272.00
VIRTUAL MACHINE 1				
Web Server				
Virtual Processor (configured with 8vCPU)	8	core		
1/GB VRAM (configured with 16GB Memory)	16	GB		
1/GB Virtual VHD (configured with 256GB SSD storage capacity)	256	GB		
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license		
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core		
VIRTUAL MACHINE 2				
Web Mail Hosting				
Virtual Processor (configured with 8vCPU)	8	core		
1/GB VRAM (configured with 16GB Memory)	16	GB		
1/GB Virtual VHD (configured with 256GB SSD storage capacity)	256	GB		
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license		
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core		
VIRTUAL MACHINE 3				
Database Server				
Virtual Processor (configured with 12vCPU)	12	core		
1/GB VRAM (configured with 16GB Memory)	16	GB		

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DESCRIPTION	BOQ	UOM	UNIT PRICE	COST
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB		
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license		
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core		
VIRTUAL MACHINE 4				
Production Server				
Virtual Processor (configured with 12vCPU)	12	core		
1/GB VRAM (configured with 16GB Memory)	16	GB		
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB		
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license		
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	GB		
VIRTUAL MACHINE 4				
Application Server				
Virtual Processor (configured with 12vCPU)	12	core		
1/GB VRAM (configured with 16GB Memory)	16	GB		
1/GB Virtual VHD (configured with 256GB SAS storage capacity)	256	GB		
VMware License (vSphere Enterprise Plus, NSX SP Base, vRealize Log Insight) with Production Support	1	license		
Windows Server Standard - 2 Cores (Minimum of 8 cores per processor)	8	core		

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DESCRIPTION	BOQ	UOM	UNIT PRICE	COST
NETWORK FIREWALL SECURITY				
Includes: Network Protection, Web Protection, Webserver Protection, Enhanced Support and Zero-Day Protection (1C4) - Up to 10 SSL VPN	1			
CONNECTIVITY AND BANDWIDTH				
Per MB Bandwidth, Direct Internet Access - Primary	10			
Per MB Bandwidth, Direct Internet Access - Secondary	10			
Dedicated Public IP Address	2			
SERVER ANTI-VIRUS			12,122.00	290,928.00
Sophos Managed Detection and Response (MDR) Complete is Sophos' most flexible and comprehensive 24/7 managed threat protection, detection, and response service. MDR Complete provides analyst-led threat hunting and investigation as well as full-scale incident response. Threats are fully eliminated. Optional add-ons include Sophos Network Detection and Response (NDR), Sophos integration packs, and extended data storage.	5			
DATABASE				
SQL Svr Standard Edition SAL - per user (*Per user to access the Laserfiche Server requires SQL License)	1		2,110.00	50,640.00
Dedicated Public IP Address	3		2,141.00	51,384.00
GRAND TOTAL			135,426.00	3,250,224.00

BACKUP

DESCRIPTION	BOQ	UOM	UNIT PRICE	COST
VIRTUAL STORAGE			9,959.00	239,016.00
1/GB Virtual VHD (configured with 2900GB SSD storage capacity)	2900	GB		
Backup & Replication Enterprise - Cloud	5			
GRAND TOTAL			9,959.00	239,016.00

Appendix B: Service Level Agreement

Roles and Responsibilities

The Service Provider shall provide cloud hosting, maintenance, enhancement of the PGC Website, and all other services covered under the TOR. The Service Provider should ensure proper implementation, troubleshooting, and maintenance support for the website and can collaborate with the PICTO team and serve as a resource for problem analysis and solution.

The PICTO shall supervise the implementation of the design and content of the PGC website and will provide the information and footage to the Service Provider. The PICTO will have final approval on the implemented changes.

Coverage, Response Times and Complaint Resolution

I. Coverage

1. Each website concern or a request from PICTO will count as one request. In case of simultaneous requests, PICTO will determine which request to classify as urgent.
2. Website matters under the full jurisdiction of the Service Provider such as cybersecurity and hosting shall be fully monitored and handled by the Service Provider. The Service Provider shall immediately inform PICTO of any issues encountered.

II. Response Times and Complaint Resolution

The Service Provider shall be available for contact by any means necessary and shall immediately respond to PICTO within fifteen (15) minutes during official business hours (8:00 AM to 5:00 PM) and within thirty (30) minutes during off-hours upon receipt of the request. The Service Provider however shall be available 24/7 for time-sensitive issues (i.e. website hacking, etc.) and should respond within an hour from the time of alert.

The PICTO will use the following guidelines to determine the level of response in prioritizing web support requests, with the goal of beginning to work on the problem within the target timeframe.

Category	Description	Estimated Time of Resolution
Basic Content Management	Addition, removal, and revising of existing NCC website content.	2 to 3 hours
Technical Content Management	Implementation of website's programs, applications, widgets, functions, additional	2 to 3 days

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	web pages, and other software as requested by PICTO	
Hosting Concerns	Inquiries on the issues on website hosting	15 mins to 1 hour
Time-sensitive issues	Service outage, performance issue, website defacement, or other outages	15 mins to 1 hour
System Upgrade	Maintenance and/or installation of the latest version release of the website's programs, applications, widgets, functions, and other software, upon release of the latest versions	2 to 3 days
Website Consultancy	Inquiries on the website and its functions	1 to 2 hours

Actual response times may be shorter or longer, depending on the volume of requests being handled. The Service Provider shall provide an estimated time of resolution on the concerns and requests of PICTO and should be able to deliver within the provided time frame. Signed Incident Report must be provided by the Service Provider and acknowledge by PICTO.

Should the Service Provider fail to complete the Services within the stipulated time, the PICTO shall deduct the Service Provider's payment an amount equal to one-tenth of one percent (1/10 of 1%) of the total quarterly payment minus the value of the completed portions of the contract certified by PICTO for each calendar day of delay until the Services are completed.

III. Right of Termination

If the Service Provider consistently (3 consecutive times in any single calendar month) fails to meet the service level described in this SLA within the contract period, PGC has the right to terminate the contract and not to pay the remaining percentage of Retention Fee under the Schedule of Payment.

APPENDIX C: Operation and Maintenance Agreement

I. Introduction

This Operation and Maintenance Agreement outlines the terms and conditions under which the Service Provider will provide ongoing operational and maintenance services to PGC. The goal is to ensure the smooth functioning, performance, and security of the Client's systems, infrastructure, or equipment.

II. Responsibilities of the Service Provider

- a) Provide unlimited email, phone and remote support
- b) Scheduled Annual Health Maintenance, log capturing, device physical checking and backup of configuration
- c) Firmware and software update based on principal's recommendation to fix certain bug/s
- d) 24x7 support coverage with 4-hours remote or phone response time
- e) Asset tagging on Service Provider's Helpdesk Monitoring & Ticketing System.

III. Scope of Services

The Service Provider will deliver the following services:

1. Operational Services

- a) **System Monitoring:** Continuous monitoring of [systems, infrastructure, or equipment] to ensure proper functioning and to detect issues early.
- b) **Performance Management:** Regular assessment of system performance, including response times, throughput, and load handling, to optimize operational efficiency.
- c) **Security and Access Management:** Implementation and management of security measures such as firewalls, encryption, and access control policies.
- d) **Resource Management:** Monitoring and managing resources such as CPU, memory, bandwidth, and storage to ensure efficient operation.

2. Maintenance Services

- a) **Preventive Maintenance:** Scheduled maintenance to prevent potential system failures, including patch management, updates, and system checks.
- b) **Corrective Maintenance:** Rapid response to correct any identified malfunctions, breakdowns, or issues affecting operations.
- c) **Backup and Recovery:** Regular data backup as defined in monthly deliverables and a defined recovery process in the event of data loss, system failure, or disaster.
- d) **System Updates:** Regularly updating software, hardware, or equipment to the latest versions or configurations for improved security and performance.

3. Support Services

- a) **Helpdesk Support:** 24/7 helpdesk availability for reporting issues or making service requests.
- b) **Technical Assistance:** Providing on-site or remote technical support for troubleshooting and resolving system issues.

4. Reporting and Documentation

- a) **Monthly Performance Reports:** Providing detailed reports on system performance, uptime, issues resolved, and system health.
- b) **Documentation:** Maintaining accurate documentation of system configurations, maintenance activities, and issue logs.

IV. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information or data disclosed during the term of this agreement. Information may not be shared with third parties without prior written consent.