

TERMS OF REFERENCE

NEW CLARK CITY WEBSITE HOSTING AND MAINTENANCE

BACKGROUND:

In 2021, the Bases Conversion and Development Authority (BCDA) launched the New Clark City (NCC) website (www.newclark.ph) which aims to promote NCC as a prime business, lifestyle and sports destination in the country.

Currently, the website serves as a marketing and communications platform for interested parties who would want to locate or set up their business or hold events in New Clark City. Further, the website promotes ongoing as well as upcoming developments in the area, with the end-goal of attracting investments to come to New Clark City, creating jobs for the Filipino people by generating economic activities to Central Luzon and boosting the Philippine economy.

With the fast transition of technology, BCDA found the need to maintain and improve the current NCC Website. A content management system has been put in place as part of the component of the website which would assist in keeping the content updated and relevant, thus adding more value to the website. The maintenance of the website shall be required to keep the website framework up-to-date and reduce the potential of security compromise.

OBJECTIVES

This consulting services project aims to:

1. Maintain and support the current NCC Website to help the organization achieve its primary objective of marketing and at the same time target a wider array of customers both locally and abroad.
2. Provide hosting services to the NCC Website and keep it live and accessible for users to gather data on NCC at any time regardless of location and type of device used thereby
3. Keep the NCC Website up to date with the latest software, features and functions while overall improving user experience to visitors.
4. Ensure security to the NCC Website by fending off cyber attacks, securing sensitive information and ensuring smooth website operations thereby allowing its users, both internal and external, to access the website without incident

The existing website was developed with the following technical specifications:

- Content Management System (CMS)
 - Wordpress: v5.7
 - PHP: 7.2.34
 - Apache: 2.4.6
 - MySQL: 5.7.33
- W3C Validated HTML5 Doctype
- Browser compatible pages
 - Microsoft Edge
 - Firefox 3.x
 - Chrome
 - Safari
- Semantic markup
- W3C Validated Cascading Style Sheets
- Languages: PHP, MySQL, Javascript, and CSS Development
- Responsive Design and Layout (Mobile, Tablet, PC)

APPROVED BUDGET OF THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is One Million Pesos (Php 1,000,000.00) inclusive of all applicable taxes, fees and incidental charges. Bids received in excess of the ABC shall be automatically disqualified.

QUALIFICATIONS OF THE CONSULTANT

1. The proponent must have two (2) years of experience in maintaining, troubleshooting, and handling technical back-end of websites;
2. The proponent 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 proponent must have handled at least three (3) projects similar to the project being bid out;
4. The proponent must have handled at least one (1) website project equivalent to at least fifty (50%) of the ABC or amounting to Php 500,000.00.

WEBSITE TEAM COMPOSITION

The team shall be composed of the following members:

1. **One (1) Account Manager** – dedicated to the BCDA account and on call by BCDA 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 consultant 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 BCDA.

COMPONENTS OF TECHNICAL PROPOSAL

The proponent shall prepare a technical proposal for the New Clark City website. The proposal, which will be submitted in both hard and electronic copies, shall include the following:

1. Redesign the given pages and propose an overall look and layout of the website, and how it will look like on mobile.

Pages to redesign for the technical proposal:

- a. New Clark City landing page (www.newclark.ph)
- b. How we built a city in 18 months ([Link](#))
- c. Central Park (www.newclark.ph/centralpark/)

Link to assets: <https://bit.ly/NCCWebsite-Proposal>

2. Company Profile and Portfolio (including projects/clients previously handled)

The technical proposal shall form part of the required documents to be submitted by the proponent and will be subject to BCDA's thorough evaluation.

SCOPE OF WORK

To implement the project, BCDA requires services for the cloud hosting, maintenance and enhancement of the NCC Website. The proponent should ensure proper implementation, troubleshooting and maintenance support for the website and can collaborate with the BCDA team and serve as a resource for problem analysis and solution.

1. SITE ADMINISTRATION

- 1.1 Manage the existing NCC Website and its components.
- 1.2 Recommend additional appropriate site components/sections relevant to BCDA's marketing and communication requirements.
- 1.3 Manage security to protect information and existing content to prevent hacks, defacing, etc. In case of a serious incident, the restoration of the website from the most recent backup needs to be assured.
- 1.4 SEO keywords and meta tags shall be applied to all key website pages and Google Analytics are installed.

2. REGULAR TECHNICAL SITE AND MAINTENANCE

- 2.1 The proponent shall secure the existing site during the transition to the new server and preserve all current website content and functionality.
- 2.2 Assure that the website is secured, maintained, updated and enhanced as needed. Data backups weekly, code backups as needed.
- 2.3 Provide 24/7 cloud hosting of the website to make it accessible to users worldwide regardless of location and type of device used.
- 2.4 Install, upgrade, or modify modules and security patches and upgrades including bug fixes as needed.
- 2.6 Troubleshoot any existing errors in the website including the testing on a variety of browsers and mobile devices to ensure that everything is looking and functioning correctly.
- 2.7 Implement and maintain a module for the generation of web analytics to determine the level of interactivity of visitors and analysis of their needs.

3. USER INTERFACE/USER EXPERIENCE DESIGN

- 3.1 Upon turnover from the previous consultant, the new consultant should do a full analysis and assessment of factors that affect a website's usability and effectiveness to better understand our audience's behaviour.
- 3.2 Redesign select pages of the website, and assure the usability of the website on all platforms to be smooth and seamless.

To ensure continuity and consistency, prepare a style guide for the website. Design System/Styleguide Document for Developers which documents a product's typography, color, elements and components.

- 3.3 Implement and design additional pages based on the requirement of BCDA. The following pages have been initially identified by BCDA:

- Home Page
- Press and Media
- Investment Opportunities
- Clark Primer
- Explore pages

- 3.4 Implement programs, applications, widgets, functions and other features requested by BCDA. The said implemented items must adhere to the BCDA design and standards.
- 3.5 Maintain and/or install the latest version released of the website's programs, applications, widgets, functions and other software, upon release of the latest versions.

In the event of an update in the software, features, functions, widgets, etc., used for the NCC website, a user manual is to be submitted by the Consultant to inform BCDA of the said changes

4. CONTENT MANAGEMENT

- 4.1 Implement a system to control unauthorized downloading of content and images.

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

5. KNOWLEDGE TRANSFER

- 5.1 Conduct a two-day hands-on training on the following:
 - a. Content management
 - The content management training will cover the basic website management such as uploading of content, editing of web pages, navigation of pages and accessing the dashboard among others.
 - b. Technical backend
 - The technical backend will cover the Technical aspects of the website management such as website hosting, existing server specs, overview on how to configure the server to 'publish' the website, backup and restoration, advance options in Security, troubleshooting guide (Error codes) and Installation of Plugins

CONTRACT TERM/EFFECTIVITY

The engagement of this website maintenance, enhancement, web hosting and administration services shall be for a period of one (1) year as reckoned from the date of receipt of the Notice to Proceed issued by the BCDA.

The proponent shall be engaged to render services contracted and shall report directly to duly authorized representatives of BCDA.

TERMS OF PAYMENT

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

A quarterly fee, inclusive of applicable taxes and fees, shall be paid upon issuance of a billing statement for a period of one (1) year. The billing statement shall be composed of a set monthly fee for support, maintenance, troubleshooting, security monitoring, hosting services, enhancement services, and other charges requested by BCDA.

MILESTONE	PAYMENT
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WEBSITE ANALYTICS (QUARTERLY PAYMENT)	25%
Upon approval and acceptance of BCDA of Q1 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q2 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q3 Report on Website Analytics (5%)	
Upon approval and acceptance of BCDA of Q4 Report on Website Analytics (10%)	
WEBSITE MAINTENANCE (QUARTERLY PAYMENT)	40%
Upon approval and acceptance of BCDA of Q1 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q2 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q3 Report on website maintenance, enhancement and security report (10%)	
Upon approval and acceptance of BCDA of Q4 Report on website maintenance, enhancement and security report (10%)	
KNOWLEDGE TRANSFER Upon completion of two-part knowledge transfer workshop and submission of post training report	15%
TURNOVER Upon turnover to BCDA of all materials, including renewal of domain registration	20%
TOTAL	100%

The scope of work, job specification, expectations, obligations, duties and responsibilities of the proponent set forth in this TOR are to be performed under a fixed contract price and that any extension of contract time required by the Consulting Firm to deliver those services shall not involve any additional cost to BCDA.

METHODOLOGY

QUALITY-BASED EVALUATION PROCEDURE

A two-stage procedure shall be adopted whereby each consultant shall be required to submit his technical and financial proposals simultaneously in separate sealed envelopes.

EVALUATION CRITERIA FOR SELECTION OF BIDDERS

BCDA shall evaluate those who have submitted Expressions of Interest, in accordance with the provisions of the revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184).

The evaluation criteria are as follows:

Evaluation Criteria	Score	Required Minimum Score
TECHNICAL PROPOSAL		
a) Applicable years of experience of the Consultant/Firm	30%	
b) Similar projects completed	15%	
c) Qualification of personnel who shall be assigned to the project	25%	
d) Plan of Approach/Project Methodology	30%	
TOTAL SCORE	100%	60%

The consultants must meet the required minimum score of 60% in order to be shortlisted.

The consultants shall be ranked in descending order based on the combined numerical ratings of their technical and financial proposals, from which the highest rated bid will be identified. The Consultant must meet the required minimum technical score of 60%.

The financial proposals shall not exceed the approved budget for the contract which is One Million Pesos (PhP1,000,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws. Total calculated bid prices which exceed the approved budget for the contract shall not be considered.

MINIMUM REQUIREMENTS OF THE CONSULTANT

In addition to the technical proposal the CONSULTANT is also required to submit the following documents to be used by BCDA as basis for the technical evaluation.

ANNEX A	Valid and current Mayor's Permit (city or municipal)/ Municipal License, where the principal place of business of the prospective bidder is located.
ANNEX B	Valid Tax Clearance
ANNEX C	PhilGEPS Registration Number
ANNEX D	Company Profile
ANNEX E	List of similar ongoing and completed projects of the firm from 2019 August
ANNEX F	CV of Consultant's Assigned Key Team Members (Technical Proposal Form 2)
ANNEX G	Omnibus Sworn Statement (Technical Proposal Form 3)
ANNEX H	2020 Income/Business Tax Return

The CONSULTANT is also required to submit their **Financial Proposal in a separate sealed envelope** together with the above-mentioned requirements/documents.

STANDARD OF SERVICES

The Consultant shall fulfill its obligations under the agreement by using its technical expertise and in accordance with the best- accepted professional and industry standards. The Consultant shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the consultant shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the Consultant in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The Consultant shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

CONFIDENTIALITY CLAUSE

The Consultant shall hold and maintain confidential all materials, processes, data, proprietary information and other related information which shall come into its possession, or knowledge in connection with the Contract or its performance, and not to make use thereof other than for the purpose of the Contract.

After the completion or termination of the Contract, all materials, processes, data, proprietary information and other related data and information provided to the Consultant and which have been derived in relation to and as a consequence of the implementation of the Contract, shall be immediately turned-over to BCDA without need of demand.

The Consultant undertakes that it shall make appropriate instructions to its employees, agents, and supplier/service providers who need to have access to such materials, processes, data, proprietary information and other related data and information to strictly observe the confidentiality of the said information.

The obligation of the Consultant under this Article shall remain in effect even after the termination of this Contract.

LIQUIDATED DAMAGES

The Consultant obligates itself to perform and complete all the Services within the period specified in the TOR, beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the Consultant fail to complete the Services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the Consultant 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 BCDA for each calendar day of delay until the Services are completed.

CONFLICT OF INTEREST

The Consultant and its key staff, who may be directly associated with entities that may have an interest in or bias against BCDA or any BCDA project, shall divulge the extent of its conflict with BCDA. The Consultant agrees that any conflict of interest may be a ground for BCDA to terminate the Contract.

SETTLEMENTS OF DISPUTE

The Parties agree to resolve any dispute that may arise between them with respect to this contract through good faith and amicable negotiation. If at any time during such negotiation, one Party determines in good faith that the Parties cannot resolve the dispute through negotiations, that Party will deliver a notice to the other Party that the dispute will be settled by arbitration in accordance with Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, as amended, failing which, the Parties may resort to the filing of the appropriate case in the proper courts of Taguig City to the exclusion of the other courts. The arbitration shall be conducted in Metro Manila, Philippines.

ANTI CORRUPTION POLICY

The Consultant warrants that no money or material consideration was given or has been promised to be given to any director, officer, or employee of BCDA to obtain the approval of this contract. The violation of this warranty shall constitute a sufficient ground for the rescission or termination of this contract without need of judicial action. Such rescission or termination shall be immediately effective upon service of notice to the Consultant.

OWNERSHIP

All materials conceptualized, designed, and produced, including all photos, illustrations, and write-ups, shall be owned by BCDA with full and exclusive rights on future use thereof both in the Philippines and internationally.

BIDDING RIGHTS

The BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder/s.

SERVICE LEVEL AGREEMENT

Agreement Overview

This document describes the Service Level Agreement (SLA) applied to manage the maintenance and hosting of the New Clark City (NCC) Website. This document outlines the services and responsibilities of the Consultant as stated by the Terms of Reference (TOR).

The purpose of the SLA is to establish a two-way understanding between the Bases Conversion and Development Authority and the Consultant in regards to the maintenance and hosting of the NCC Website. The document lays out the practices regarding web support that the Consultant will follow.

Roles and Responsibilities

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

The BCDA shall supervise the implementation of the design and content of the NCC website and will provide the information and footage to the Consultant. The BCDA will have final approval on the implemented changes

Coverage, Response Times and Complaint Resolution

I. Coverage

1. The working days for the Consultant are from Mondays to Fridays and the daily business hours are 8:00 A.M to 05:00 P.M. This will be considered official business hours. As stated in the TOR, the Consultant shall be available for contact beyond daily business hours for time-sensitive issues.
2. Each website concern or a request from BCDA will count as one request. In case of simultaneous requests, BCDA will determine which request to classify as urgent.
3. As stated in the TOR, website matters under the full jurisdiction of the Consultant such as cybersecurity and hosting shall be fully monitored and handled by the Consultant. The Consultant shall immediately inform BCDA of any issues encountered.

II. Response Times and Complaint Resolution

The Consultant shall be available for contact by any means necessary and shall immediately respond to BCDA 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 Consultant 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 BCDA 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 Services	Addition, removal, and revising of existing NCC website content.	2-3 hours
Technical Content Management Services	Implementation of website's programs, applications, widgets, functions, additional web pages, and other software as requested by BCDA.	2-3 days
Hosting Concerns	Inquiries on the issues on website hosting	15 mins to 1hour
Time-sensitive issues	Service outage, performance issue, website defacement, or other outages.	15 mins to 1hour
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.	2-3 days
Website Consultancy	Inquiries on the website and its functions	1-2 hours

Actual response times may be shorter or longer, depending on the volume of requests being handled. The Consultant shall provide an estimated time of resolution on the concerns and requests of BCDA and should be able to deliver within the provided time frame.

Should the Consultant fail to complete the Services within the stipulated time, the BCDA shall deduct the Consultant'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 BCDA for each calendar day of delay until the Services are completed.

Payment Terms

The BCDA and the Consultant shall follow the payment terms outlined in the TOR.