

TERMS OF REFERENCE

Project/Activity Information	PROCUREMENT OF INTERNET SERVICE FOR DSWD FIELD OFFICE III INCLUDING SOCIAL WELFARE AND DEVELOPMENT (SWAD) OFFICES AND DSWD CENTERS AND RESIDENTIAL CARE FACILITIES (CRCF)
Proponent	Regional Information and Communications Technology Management Section (RICTMS)
Timeline	January to March 2024
Source of Fund	RICTMS
Budgetary Requirements	Thirteen Million Seven Hundred Ninety Thousand Five Hundred Twenty Pesos (Php 13,790,520.00)

I. BACKGROUND

In an ever-evolving world driven by technological advancements, the Department of Social Welfare and Development (DSWD) remains dedicated to its mission of improving the lives of the Filipino people, especially those in vulnerable situations. Recognizing the transformative potential of digital technology, DSWD is committed to embracing digital transformation as a means to enhance its services, improve efficiency, and ensure more effective assistance to those in need.

The DSWD has always been at the forefront of providing social services and support to marginalized and disadvantaged sectors of society. However, in the face of rapidly changing technology and the ongoing digital revolution, we understand the need to adapt and harness the benefits of digital transformation. This commitment is a testament to our dedication to better serve our beneficiaries and stakeholders. Thus, as part of this commitment, the DSWD recognizes the need to engage with a reputable Internet Service Provider (ISP) to meet its internet connectivity and networking requirements.

The need to initiate a process to identify, evaluate, and select an ISP that can meet its internet connectivity and networking requirements effectively is vital to the continuity in providing services to the Filipino people. This ToR document outlines the terms, objectives, and expectations for the selection and engagement of an ISP and the successful ISP will play a crucial role in supporting the Organization's mission and facilitating its day-to-day operations. The DSWD seeks to establish a productive and mutually beneficial partnership with the selected ISP to ensure seamless and secure internet connectivity services.

The DSWD recognizes that digital transformation is not an isolated effort. It requires collaboration with government agencies, private sector partners, and civil society

organizations. We will seek partnerships that can help us leverage digital technologies to reach more beneficiaries, streamline processes, and promote innovation.

II. OBJECTIVES

The primary objectives of this Terms of Reference (ToR) document for the selection and engagement of an Internet Service Provider (ISP) are as follows:

- a. **Identify and Select an ISP:** The main objective is to identify, evaluate, and select a reputable ISP that aligns with the **DSWD Field Office III** internet connectivity and networking requirements. The selected ISP should demonstrate the ability to deliver reliable and high-quality internet services.
- b. **Ensure Reliability and Performance:** Ensure that the selected ISP offers a highly reliable internet connection with minimal downtime and consistently delivers optimal performance, meeting or exceeding industry benchmarks.
- c. **Support Diverse Stakeholder Requirements:** Accommodate the distinct connectivity needs of the Organization's various stakeholders, including employees, customers, partners, vendors, and remote workers, with tailored solutions where necessary.
- d. **Enhance Security and Compliance:** Ensure that the internet services provided by the ISP adhere to security best practices and industry compliance standards. This includes safeguarding sensitive data, implementing necessary security measures, and mitigating cybersecurity risks.
- e. **Optimize Cost-Efficiency:** Seek cost-effective internet solutions that offer value for investment, balancing quality and cost-effectiveness in a manner that benefits the Organization's bottom line.
- f. **Enable Technical Support and Maintenance:** Ensure that the ISP provides efficient and responsive technical support and maintenance services to address any technical issues, outages, or connectivity challenges in a timely and effective manner.
- g. **Establish Clear Service Level Agreements (SLAs):** Define and formalize SLAs with the selected ISP to establish clear expectations regarding service quality, response times, and issue resolution procedures.
- h. **Ensure Accountability and Transparency:** Establish a governance framework that ensures accountability and transparency in the relationship between the Organization and the selected ISP.

These objectives collectively guide the selection and engagement of an ISP, emphasizing the critical factors of reliability, security, scalability, cost-effectiveness, and a productive partnership to meet the Organization's connectivity and networking needs effectively.

III. DEFINITION OF TERMS

- a. Internet Service Provider (ISP): The entity selected by the Organization to deliver internet connectivity and related services as outlined in this ToR.
- b. Connectivity Requirements: The specific needs and demands of the Organization for internet services, encompassing bandwidth, reliability, and performance expectations.
- c. Reliability: The ability of the ISP to consistently provide internet services with minimal downtime or interruptions.
- d. Security and Compliance: Adherence to industry standards and regulations concerning data security, privacy, and cybersecurity measures.
- e. Scalability: The capacity of the ISP to expand or adapt services to accommodate the Organization's changing connectivity needs.
- f. Cost-Effectiveness: The balance between the quality and cost of internet services, ensuring that services are affordable and provide value for investment.
- g. Technical Support: The provision of responsive and effective technical support and maintenance services to address connectivity issues.
- h. Service Level Agreements (SLAs): Formal agreements between the Organization and the ISP, specifying performance standards, response times, and issue resolution procedures.
- i. Redundancy: Measures put in place to ensure business continuity in the event of network failures.
- j. Quality of Service (QoS): The level of performance provided by the ISP in terms of low latency, efficient data transfer, and minimal disruptions.
- k. Knowledge Transfer: The process by which the ISP facilitates the transfer of knowledge and expertise to the Organization's internal teams to enhance in-house management of connectivity systems.
- l. Business Continuity: The capacity to maintain operations in the face of connectivity interruptions, outages, or unforeseen technical issues.
- m. Environmental Responsibility: Efforts made by the ISP to minimize the ecological impact of its services and align with environmental sustainability practices.
- n. Legal and Ethical Compliance: Adherence to legal requirements and ethical principles, including copyright laws, data handling ethics, and human rights considerations.

IV. SCOPE OF SERVICES

The project covers the installation of **Dedicated Internet Access (DIA) or Broadband Internet Service lines** for the **DSWD Field Office III** and **Seventeen (17) sub-regional sites** as listed on **Annex A**. It involves the following:

- a. The winning Bidder shall provide optical fiber connectivity, necessary hardware, terminations and other services required to set up the internet connection.
- b. Provision of incident reports and updates in case of connection failure;
- c. Provision of monthly utilization graphs and/or MRTG tool for monitoring of link quality and bandwidth utilization;
- d. Inclusion of Two (2) allowable transfer of internet service facility per site, in case of relocation of office.
- e. Provision of 24x7 support services; and
- f. Entering into a Service Level Agreement which defines parameters of rebates for non-performance, etc.

V. PROJECT DURATION AND PERIOD OF ENGAGEMENT

Nine (9) months service subscription and payment will be done on a quarterly basis. Statement of Account (Inclusive of Tax) will arrive in the 1st week of the preceding quarter.

VI. PROJECT COST (Budgetary Requirements)

The Department has allocated a total budget of PHP 13,790,520.00 for the procurement of Internet Services to meet its internet connectivity needs. Project components and cost breakdown are shown in the table below:

Table 1. Deliverables and Cost Breakdown

PROJECT COMPONENT	QUANTITY	UNIT	TOTAL COST
Primary Internet Service	19	LOT 1	Php 10,982,520.00
Secondary Internet Service	7	LOT 2	Php 2,808,000.00

VII. SUBMISSION OF REPORTS, OUTPUTS AND DELIVERABLES

The major outputs of this project are as follows with the aforementioned specification per the scope services:

- a. **Pre-Installation**

Provide detailed work plan specifying installation design, detailed activities, network diagram showing connectivity from end user's datacenter up to the last mile and timelines

b. **Actual Installation**

1. Provide and install a Channel Service Unit/Data Service Unit (CSU/DSU) modem at both ends of the Internet connections.
2. Provide and install a Router at both ends of the Internet connections.
3. Provide internet connectivity directly to the end user's server room, including materials needed for the purpose. This includes provision for the installation of cables/insulation using industry standard and materials.
4. Complete the delivery, installation and configuration within thirty (30) calendar days from the receipt of the Notice to Proceed.

c. **Configuration**

1. Configure modem for specified connection requirements;
2. Configure router to the equivalent direct Internet connection speed;
3. Configure backup router, if any;
4. Set up one (1) Public IP address per subscription.

d. **Testing Period**

1. The selected ISP shall notify DSWD FO III in writing seven (7) days prior to the required inspection/testing of the internet service connection.
2. The acceptance test procedure shall be in accordance with the following:
 - a. *The acceptance testing will be undertaken for a period of seven (7) days.*
 - b. Broadband internet will have no service interruption during the agreed test period.
 - c. The Internet bandwidth requirement is attained during working hours (i.e., 7:00 a.m. to 7:00 p.m.).
 - d. MRTG should be in place

If any of the foregoing conditions are not met, the count of the testing period shall be restarted until all of these conditions have been duly satisfied continuously for 7 working days.

Contractor billing shall be commenced from the date of issuance of certificate completion and acceptance

During the testing period, the Contractor shall not be held liable for performance degradation/interruptions that are beyond its control such as power outages, fluctuations or failure or malfunction of DSWD FO III's own equipment, and international/regional internet backbone problems.

3. DSWD FO III shall issue Certificate of Inspection and Acceptance to the Provider upon successful completion of the testing certifying that the Service Provider conforms to Section IV and Section VIII.

e. Implementation

1. Shall maintain all equipment in proper working order
2. Provide an escalation list and procedure in reporting faults and outages.
3. Provider must immediately advise DSWD FO III any downtime occurrence or if any case the internet rerouted to a backup link.
4. Providers must have standby equipment to immediately replace the existing equipment once found defective.

f. Rebates

1. Provide industry standard Service Level Agreement (SLA) for the dedicated internet subscription which shall carry a corresponding "Performance Credit" or rebate in favor of DSWD FO III should any of the committed parameters mentioned below is not met.

2. The selected ISP provider/s should be able to render the following services:

- a. Availability
Provide 99.5% link uptime in a month.
- b. Render 24 hours x 7 days customer service support
Support response time
 - i. 30 minutes for emergency tickets for the following categories:
 - o Link connection is down
 - o Packet loss, variation in latency
 - o Routing issue
 - ii. Twenty-four (24) hours response time for technical problems that require on-site services.
 - iii. Rebate Schedule for Downtime Connection Interruption/Outage

If the interruption is attributable to the ISP, as acknowledged by the ISP's Fault Management Center, the ISP shall voluntarily make the appropriate "Performance Credit" or rebate to DSWD FO III without the need to report or claim on the outage. The credit allowance/rebate shall be applied to the next billing month.

Credit for Interruptions to service will be allowed as follows:

Interruptions of 24 Hours or less

Length of Interruption	Credit
------------------------	--------

Less than 30 minutes	None
30 – 179 minutes	3/10 day
180 – 359 minutes	3/5 day
360 – 539 minutes	1 1/5 day
540 – 719 minutes	1 4/5 day
720 – 899 minutes	2 2/5 days
900 – 1440 minutes	3 days

For interruption over 24 hours, credit will be allowed in 3/5-day multiples for each 3-hour period of interruption or fraction thereof over 24 hours.

g. Maintenance

- a. Provide a single point of contact for customer support in both areas of network connectivity and Internet access;
- b. Shall respond to request for maintenance at no cost to DSWD FO III;
- c. Provide not less than 7 days proactive notice of scheduled downtimes, service interruption, upgrades or preventive maintenance, if any; subject to the approval of DSWD FO III and
- d. Submit monthly access/usage reports to attest compliance to the SLA.

VIII. INSTITUTIONAL ARRANGEMENTS

a. The Service Provider (Firm)

The service provider representative shall coordinate with the **DSWD Field Office III**, through the assigned project focal, within the duration of the project; and

b. The DSWD Field Office III.

- a. Grant the ISP’s authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned DSWD FO III personnel;
- b. Responsible for the safe custody and use of the equipment installed by the ISP provider;
- c. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the ISP provider;

- d. Issue Certificate of Inspection and Acceptance as stipulated in Section VIII, Item d.
- e. Administrative General Services Section to monitor and facilitate the payment of the internet subscription and ensure timely facilitation of the payment prior the stipulated due date in the bill.

IX. QUALIFICATIONS OF THE SERVICE PROVIDER

- a. The bidder must be a Local Telecommunications Company - Provide certification/Proof from NTC. (Provides Voice, Data & Internet). The fiber optic facility shall be owned and operated by the winning bidder. It also has a robust international network capable of supporting even most complicated networks. The service provider must hold multiple points of presence from leading local and international telecommunications providers and carriers.
- b. The bidder must provide proof of full telecommunications redundancy and continuous power.
- c. The bidder must provide proof of capacity and ability to provide maintenance services and technical support.
- d. The bidder must provide seven days a week and 24 hours per day coverage for technical assistance and/or helpdesk facilities. Any problem should be resolved within a maximum of 24 hours after the notification.
- e. The bidder must have a Network Monitoring System (NMS) supported by a qualified and experienced engineers/technical support team.
- f. The bidder must have rendered at least five (5) years of internet service to the different government agencies and private companies.

Any proof of evidence on website page, picture, downloadable brochure and the like are considered acceptable.

X. CRITERIA FOR EVALUATION FOR SHORTLISTING, TECHNICAL REQUIREMENTS

- a. Bidders must submit a detailed work plan specifying installation design, detailed activities, connectivity diagram from end user premise up to the last mile and timelines. Bidders are required to conduct site inspection.
- b. There shall be no repeating Service Provider for Primary, Secondary and Tertiary lines. The selected service provider for the Primary Internet Service must no longer participate in the bidding for the Secondary and Tertiary Internet Service and so on.
- c. Subscribed lines should be fully fiber optic from ISP up to the last mile.
- d. The bidders must be compliant with the following parameters:

1. Bandwidth and Connectivity Support
 - i. Guaranteed dedicated 1:2.5 ratio symmetrical and bandwidth from clients to the global internet
 - ii. Immediate problem isolation and resolution
 - iii. Provide corrective service information and configuration
 - iv. Remote system monitoring and reporting (MRTG of each of the sites)

2. Internet Bandwidth

The bandwidth requirements and specifications for the procurement of the Primary and Secondary Internet Service lines are shown below:

Table 2. Primary Internet Service Specifications (LOT 1)

Site	Subscription	Bandwidth	Public IP	Telephone Bundle
DSWD Field Office III Main A	Dedicated	500 Mbps	Yes	None
DSWD Field Office III Main B	Dedicated	500 Mbps	Yes	None
DSWD Field Office III Annex A	Dedicated	100 Mbps	Yes	None
DSWD Field Office III Annex B	Dedicated	100 Mbps	Yes	None
SWAD Aurora	Dedicated	50 Mbps	Yes	None
SWAD Bataan	Dedicated	100 Mbps	Yes	None
SWAD Bulacan	Dedicated	100 Mbps	Yes	None
SWAD Nueva Ecija	Dedicated	100 Mbps	Yes	None
Pantawid Nueva Ecija	Dedicated	100 Mbps	Yes	None
SWAD Pampanga	Dedicated	100 Mbps	Yes	None
SWAD Tarlac	Dedicated	100 Mbps	Yes	None
SWAD Zambales - Olongapo City	Dedicated	100 Mbps	Yes	None
SWAD Iba, Zambales	Broadband	200 Mbps	Yes	Yes
Regional Home for Girls (RHFG)	Broadband	500 Mbps	Yes	Yes
Reception Study Center for Children (RSCC)	Dedicated	50 Mbps	Yes	None
Regional Rehabilitation Center for Youth (RRCY)	Broadband	500 Mbps	Yes	Yes

Accelerating Minors Opportunity for Recovery (AMOR) Village	Broadband	500 Mbps	Yes	Yes
Tarlac Home for Women (THFW)	Dedicated	50 Mbps	Yes	None
Tarlac Lingap Center (TLC)	Dedicated	50 Mbps	Yes	None

Table 3. Secondary Internet Service Specifications (LOT 2)

Site	Subscription	Bandwidth	Public IP	Telephone Bundle
DSWD Field Office III Main A	Dedicated	1 Gbps	Yes	None
DSWD Field Office III Annex A	Dedicated	100 Mbps	Yes	None
DSWD Field Office III Annex B	Dedicated	100 Mbps	Yes	None
SWAD Bulacan	Dedicated	100 Mbps	Yes	None
SWAD Pampanga	Dedicated	100 Mbps	Yes	None
SWAD Tarlac	Dedicated	100 Mbps	Yes	None
Reception Study Center for Children (RSCC)	Dedicated	100 Mbps	Yes	None

3. Service Restoration and Quality of Service (QoS) Levels
 - i. 8am x 5pm NBD (Next Business Day) response time
 - ii. Down / Disconnected sites must be up and running within reasonable time upon receipt of the report.

4. 24 x 7 Help Desk Support Services
 - i. Receive and respond to problem reports and user requests
 - ii. Provide first level technical support with regards to internet connectivity

5. The DIA and Broadband internet subscriptions must have at least One (1) Usable Public IP Address each.

6. IPv6 compliant.

XI. OWNERSHIP AND PUBLICATION RIGHTS

1. All documentation produced under the terms of this engagement shall remain the property of DSWD. DSWD retains the exclusive right to publish or disseminate the knowledge products arising from the engagement even after the termination of this project.
2. The internet service provider is required to submit a written letter when requesting raw data, versions and/ or parts of the outputs which will be used for purposes other than what was originally agreed upon with the terms of this engagement.

Annex A - List of DSWD FO III Regional and Sub-regional Sites

No	Site	Address	Coordinates
1	DSWD Field Office III Main A	DSWD Field Office III, Government Center, Maimpis, City of San Fernando, Pampanga	15.0637691,120.656544
2	DSWD Field Office III Main B	DSWD Field Office III, Government Center, Maimpis, City of San Fernando, Pampanga	15.0637691,120.656544
3	DSWD Field Office III Annex A	Brgy San Isidro, City of San Fernando, Pampanga (between San Isidro Integrated High School and 711)	15.0558735,120.6597737
4	DSWD Field Office III Annex B	3rd Floor A74 Building, Brgy Maimpis, City of San Fernando, Pampanga	15.066638,120.650691
5	SWAD Aurora	Sitio Hiwalayan, Barangay Bacong, San Luis Aurora (Beside DEPED)	15.7467349, 121.5323145
6	SWAD Bataan	Palihan, Hermosa, Bataan beside Hermosa Fire Station near Public Market, in front of Jollibee	14.8424045,120.474626
7	SWAD Bulacan	St. Agatha Square, Guiguinto, Bulacan	14.8280898,120.8755524
8	SWAD Nueva Ecija	PSWD Building, Mabini Extension, Cabanatuan City (15.485212, 120.974049)	15.485212, 120.974049
9	Pantawid Nueva Ecija	YMCA Building, Magsaysay Sur, Cabanatuan City, Nueva Ecija	15.486781,120.9749947
10	SWAD Pampanga	Brgy San Isidro, City of San Fernando, Pampanga (between San Isidro Integrated High School and 711)	15.0558735,120.6597737
11	SWAD Tarlac	A & R Bldg. Zamora St., San Roque Tarlac City. Landmark in front of Capitol Gardens	15.481249, 120.594119
12	SWAD Zambales - Olongapo City	SWAD Office – Zambales Gordon Avenue, corner 10th St., Brgy. Asinan, Near ASIANA Hotel temp add: 6th floor, SM City Downtown, Magsaysay Drive Gordon Avenue Olongapo City (due to renovation) (14.8266, 120.2829)	14.826882, 120.283711
13	SWAD Iba, Zambales	Balili, Panang, Aninan, Iba, Zambales	15.314374, 119.994249
14	Regional Home for Girls (RHFG)	Singalat, Palayan City, Nueva Ecija 3132	15.5601558,121.0979294
15	Reception Study Center for Children (RSCC)	Prado Siongco, Lubao, Pampanga 2005	14.868262,120.514582

16	Regional Rehabilitation Center for Youth (RRCY)	Ayala Magalang, Pampanga 2011	15.225294,120.706915
17	Accelerating Minors Opportunity for Recovery (AMOR) Village	San Francisco, Anao, Tarlac	15.7207613,120.6083623
18	Tarlac Home for Women (THFW)	Provincial Hospital Compound, San Vicente, Tarlac City	15.4724188,120.5862539
19	Tarlac Lingap Center (TLC)	San Juan de Mata, Tarlac City 2300	15.532558,120.5347128