TERMS OF REFERENCE

MAINTENANCE AND TECHNICAL SUPPORT FOR THE MARKET ONE STOP SHOP (MOSS) OF THE MARKET DEVELOPMENT AND ADMINISTRATION DEPARTMENT

I. RATIONALE AND BRIEF BACKGROUND

The Market One Stop Shop (MOSS) platform, developed by the Local Government of Quezon City through the Market Development and Administration Department (MDAD), serves as a critical digital resource for facilitating, regulating, and managing various market-related processes and transactions. MOSS is integral to maintaining streamlined operations across public markets, enabling vendors, administrators, and stakeholders to handle permits, fees, lease agreements, and other essential services in a centralized, efficient manner.

Since its implementation, MOSS has significantly contributed to operational efficiency, accountability, and data management within MDAD. However, as the platform continues to support increased usage, data volume, and transaction complexity, it requires dedicated maintenance and technical support to ensure its optimal performance, security, and reliability.

To sustain the MOSS platform's functionality, this project proposes a structured approach for its maintenance and technical support. This approach will address essential needs such as timely software updates, troubleshooting, user support, and enhancements based on evolving requirements. Through this initiative, MDAD aims to reinforce MOSS's role in supporting public market stakeholders and safeguarding Quezon City's commitment to digital transformation and public service efficiency.

II. PROJECT DESCRIPTION

In cognizance of the critical importance of ensuring the reliability, security, and continued smooth operation of the MOSS the aim of the project is to provide ongoing maintenance and technical support services to this system particularly as follows:

1) Ensure the uninterrupted operation of the MOSS.
2) Address any technical issues promptly to minimize downtime and disruptions.
3) Implement regular updates and enhancements to improve system performance and security.
4) Provide ongoing technical support to administrators, validators, and applicants.
5) Maintain data integrity and security of the system.

III. PROJECT SCOPE OF WORK

The prospective bidders shall bid and provide a 12-month standby maintenance and technical support to MOSS in compliance with data security standards and the Data Privacy Act of 2012 and as a minimum, shall have following features and deliverables, to wit:

A. 24/7 TECHNICAL SUPPORT	1) Provide round-the-clock technical support to address any system-related issues or emergencies; 2) Offer official channels for support though an online support ticketing system.

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B. REGULAR MAINTENANCE	1) Perform routine maintenance tasks such as system monitoring and server maintenance; 2) Apply security patches and security updates to ensure the system's stability and security, when required; 3) Develop, test, and deploy minor feature changes as requested by system administrators. 4) Conduct regular backups of the system data to prevent data loss.
C. USER SUPPORT AND TRAINING	1) Offer assistance and guidance to system administrators and validators on using the system effectively; 2) Provide training as needed.
D. SECURITY AND COMPLIANCE	1) Monitor and update security measures to protect against cybersecurity threats, including malware, phishing, and unauthorized access; 2) Ensure compliance with relevant regulations and standards, such as data privacy laws and industry best practices.
E. HOSTING AND ADMINISTRATION OF CLOUD STORAGE SERVER	1) Host and manage the cloud storage server to ensure reliable, secure, and accessible storage of system data; 2) Administer cloud storage resources to maintain system performance, optimize storage usage, and scale as needed to meet data demands; 3) Ensure that all data stored in the cloud complies with data privacy and security regulations, including encryption standards for data at rest and in transit; 4) Implement disaster recovery and backup protocols within the cloud storage environment to protect data integrity and ensure rapid recovery in case of system failure.

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IV. PROJECT STANDARDS & REQUIREMENTS

A. Track Record

1) Bidders must have Platinum status in PHILGEPS.

2) Bidders must be a duly registered entity with SEC/DTI filing.

   a) The Bidder/Service Provider must be filed with SEC/DTI as an IT company with the purpose of trading goods and services such as software systems.
   b) The Bidder must be in the same industry as per their SEC/DTI filing for at least three (3) years.
   c) The Bidder must be able to fully deliver all components of the projects within a period of 360 calendar days upon issuance of the Notice to Proceed
   d) The Bidder must be duly registered under the National Privacy Commission.
   e) The Bidder shall guarantee that the system shall abide by the DATA PRIVACY ACT OF 2012 to ensure that the personal information is protected.

B. Organization

1) The prospective bidder must be a reputable Information Technology Firm with at least three (3) years of business operation in the design, development, implementation, and maintenance of Business Management Systems.

2) The prospective bidder's team should have local and international professional applied experience and skills and qualifications as follows:

   a) A Degree in a relevant field (Computer Science, Data/Information Management, Advanced Statistical Analysis, Information Technology, and Software Engineering) with a Professional Regulatory Commission License.
   b) At least a minimum of 10 years of experience related to data management/database development and archiving, including the use of web-enabled platforms and common reporting analysis tools.
   c) Demonstrated experience in developing, implementing and operating similar systems.
   d) Demonstration experience in application development and deployment and in data analytics with the use of advanced algorithms and artificial intelligence, evidenced by use cases and patent in advanced algorithms and use cases (either filed, pending or granted).
   e) Proven professional experience in database technologies end to end, including web client development and deployment, database management, and development of web-based information systems.
   f) Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience.
   g) Excellent communication and writing skills.

V. PROJECT DURATION

This project shall be implemented within a period of three hundred sixty (360) calendar days from issuance of Notice to Proceed.

VI. APPROVED BUDGET FOR THE CONTRACT

A. The approved budget for the project is **Five Million Seven Hundred Thousand Pesos (Php 5,700,000.00).**

B. **COST BREAKDOWN** - The provider shall provide an Online Support Ticketing System to activate and track maintenance and technical issues to their

resolution. The cost breakdown is as follows:

Description	Amount (PHP)
1) Cloud Hosting and Administration	

2) Standby Tech Support including:
 	
  a) Provide round-the-clock technical support to address any system-related issues or emergencies.
 	
  b) Develop, test and deploy minor feature changes as requested from time to time by the system administrators.
 	
  c) Investigation, root cause analysis and bug fixes.
 	
  d) Network Support: Ensuring the stability and security of the network infrastructure. This may involve troubleshooting network connectivity issues, optimizing network performance, and implementing security measures. Does not include provisioning of a new infrastructure.
 	
  e) Remote Support: Providing assistance to users remotely, including troubleshooting application issues, configuring settings, and resolving technical problems without the need for on-site visits.
 	
  f) Monitor and update security measures to protect against cyber security threats, including malware, phishing, and unauthorized access.
 	
  g) Server Management: Managing servers, including engagement, installation, configuration, monitoring, and maintenance to ensure they operate efficiently and securely.
 	
  h) Offer multiple channels for support, including group chat, phone and online support ticketing system.
 	
  i) Offer assistance and guidance to system administrators and validators on using the system effectively and provide training as needed.	

3) Project Governance	
Total Amount	**PHP 5,700,000.00**

Note: *Project governance is the ongoing management, oversight, and quality control of the maintenance and technical support delivered by the supplier to the Quezon City MDAD. It ensures that the support and maintenance of the systems is carried out efficiently, transparently, and in alignment with the service delivery needs of the Quezon City MDAD.*

  C. **NO PRICE ADJUSTMENT** - The project cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract except when the operations costs are increased by more than 10% as a result of any extraordinary circumstance as IDENTIFIED by the National Economic

Development Authority (NEDA). Pursuant to the provisions of RA 9184 and its IRR on contract price escalations, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

VII. BASIS OF PAYMENT

MILESTONES	ACCEPTANCE CRITERIA	PERCENTAGE BILLING
1) Project preparation and mobilization. Activation of an Online Support Ticketing System.	Signed off by the client's authorized personnel.	15%
2) Delivery of maintenance and technical services as verified from the Online Support Ticketing System, at end of the 3rd month of the contract.	Signed off by the client's authorized personnel.	50%
3) Delivery of maintenance and technical services as verified from the Online Support Ticketing System, at end of the 9th month of the contract.	Signed off by the client's authorized personnel.	20%
4) Delivery of maintenance and technical services as verified from the Online Support Ticketing System, at end of the 12th month of the contract.	Signed off by the client's authorized personnel.	15%
TOTAL		100%

VIII. WARRANTY AND GUARANTEE REQUIREMENTS

a. **Response Time**: A commitment to specific response times based on the severity of the issue (e.g., Critical issues responded to within 2 hours, High within 4 hours, and Low within 24 hours).

b. **Regular System Health Checks**: Quarterly scheduled maintenance to monitor system performance, security updates, and optimize the system to prevent potential issues, when required.

c. **Patch and Update Management**: Guarantee that all relevant software patches, security updates, when required, and system updates will be applied promptly to keep the system up to date and secure.

d. **Emergency Support**: A 24/7 emergency support option for critical issues, ensuring that the client can reach a support team member any time they experience major disruptions or failures.

e. **Third-Party Software and Hardware**: While support for third-party components can be included, the guarantee shall exclude any issues caused by external software, hardware, or services outside of the system itself.

IX. PENALTIES FOR BREACH OF CONTRACT

Failure to deliver the services according to the standards and requirements set by the City shall constitute an offense and shall subject the Supplier to penalties and/or liquidated damages pursuant to RA 9184 and its revised implementing Rules and Regulations.

X. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City terminated the Contract due to default insolvency, or for cause, it may enter into negotiated procurement pursuant to section 53 (d) of RA 9184 and its IRR.

Terms of Reference endorsed, reviewed and certified by:

Submitted by:

P/COL. ALEX D.J. ALBERTO, Ph.D. (Ret.)
City Government Department Head III, MDAD

Noted by:

PAUL RENE S. PADILLA
Head, QCITDD