

## 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, the Market One Stop Shop (MOSS) has become a vital tool in streamlining operations, improving accountability, and enhancing data management within the MDAD. It has automated several key processes, reduced manual errors, and provided real-time access to accurate and centralized data, thereby supporting better decision-making and transparency in daily operations.

To ensure the continued functionality and reliability of the MOSS platform, this project proposes a structured and proactive approach to its maintenance and technical support. This framework will cover critical areas, including regular software updates, prompt issue resolution, user assistance, and system enhancements aligned with evolving operational needs. Through this initiative, MDAD seeks to strengthen MOSS's role in supporting public market stakeholders while upholding Quezon City's commitment to digital transformation and efficient public service delivery.

#### **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 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 Service Provider shall bid and provide an 8-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:

<b>A. 24/7 TECHNICAL SUPPORT</b>	1) Provide round-the-clock technical support to address any system-related issues or emergencies;
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	<p>2) Offer official channels for support through an online support ticketing system.</p>
<p><b>B. REGULAR MAINTENANCE</b></p>	<p>1) Perform routine maintenance tasks such as system monitoring and server maintenance;</p> <p>2) Apply security patches and security updates to ensure the system's stability and security, when required;</p> <p>3) Develop, test, and deploy minor feature changes as requested by system administrators.</p> <p>4) Conduct regular backups of the system data to prevent data loss.</p> <p>5) Resolution of software bugs, errors, and performance issues identified during operation.</p> <p>Service Level Agreement (SLA):</p> <ul style="list-style-type: none"> <li>■ Critical Issues (System Down): Response within 2 hours, resolution within 8 hours.</li> <li>■ Major Issues (Partial Functionality): Response within 4 hours, resolution within 24 hours.</li> <li>■ Minor Issues (Non-critical bugs): Response within 1 business day, resolution within 3 business days.</li> <li>■ Change Requests: Response within 1 business day, and implementation time will depend on the quantity and complexity of the requests.</li> </ul>
<p><b>C. USER SUPPORT TRAINING</b></p>	<p>1) Offer assistance and guidance to system administrators and validators on using the system effectively;</p> <p>2) Provide training as needed.</p>
<p><b>D. SECURITY AND COMPLIANCE</b></p>	<p>1) Monitor and update security measures to protect against cybersecurity threats, including malware, phishing, unauthorized access;</p> <p>2) Ensure compliance with relevant regulations and standards, such as data privacy laws and industry best practices.</p>
<p><b>E. HOSTING AND ADMINISTRATION OF CLOUD STORAGE SERVER</b></p>	<p>1) Host and manage the cloud storage server to ensure reliable, secure, and</p>

	<p>accessible storage of system data;</p> <p>2) Administer cloud storage resources to maintain system performance, optimize storage usage, and scale as needed to meet data demands;</p> <p>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;</p> <p>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.</p>
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**IV. PROJECT STANDARDS & REQUIREMENTS**

**A. Track Record**

- 1) The Service Provider must have Platinum status in PHILGEPS.
- 2) The Service Provider must be a duly registered entity with SEC/DTI filing.
  - a) The 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 Service Provider must be in a same industry as per their SEC/DTI filing for at least three (3) years.
  - c) The Service Provider must be duly registered under the National Privacy Commission.
  - d) The Service Provider 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 Service Provider 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 Service Provider's team should have local professional applied experience and skills and qualifications as follows:

Support Structure:

Level	Key Personnel	Description	Responsibility	Qualifications
L1	*Service Provider (System	Functional & technical support	Troubleshooting, configuration fixes	1. A Degree in a relevant field (Computer Science, Data/Information

	Support Specialist)			<p>Management, Advanced Statistical Analysis, Information Technology, and Software Engineering) with a Professional Regulatory Commission License (requirement for all personnel).</p> <p>2. Demonstrated experience in developing, implementing and operating similar systems (requirement for all personnel).</p> <p>3. Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience (requirement for all personnel).</p> <p>4. Excellent communication and writing skills (requirement for all personnel).</p>
L2	*Service Provider (Senior Developer)	Advanced Support	Code-level fixes, optimization, data change requests	<p>1. 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 (requirement for all personnel).</p> <p>2. 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.</p> <p>3. Demonstrated experience in developing, implementing and operating similar systems (requirement for all personnel).</p> <p>4. 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</p>

				<p>(either filed, pending or granted).</p> <p>5. Proven professional experience in database technologies end to end, including web client development and deployment, database management, and development of web-based information systems.</p> <p>6. Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience (requirement for all personnel).</p> <p>7. Excellent communication and writing skills (requirement for all personnel).</p>
L3	Service Provider (Systems Architect)	Architecture-level Support	Major system redesign / upgrades	<p>1. 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 (requirement for all personnel).</p> <p>2. 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.</p> <p>3. Demonstrated experience in developing, implementing and operating similar systems (requirement for all personnel).</p> <p>4. 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</p>

				<p>algorithms and use cases (either filed, pending or granted).</p> <p>5. Proven professional experience in database technologies end to end, including web client development and deployment, database management, and development of web-based information systems.</p> <p>6. Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience (requirement for all personnel).</p> <p>7. Excellent communication and writing skills (requirement for all personnel).</p>
Others	*Service Provider (Service Delivery Manager)	Overall Lead for Maintenance Contract	Oversees SLA performance, handles critical escalations, conducts service reviews, and drives improvements.	<p>1. 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 (requirement for all personnel).</p> <p>2. Demonstrated experience in developing, implementing and operating similar systems (requirement for all personnel).</p> <p>3. Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience (requirement for all personnel).</p> <p>4. Excellent communication and writing skills (requirement for all personnel).</p>
	*Service Provider (Quality Assurance Officer)	Quality Assurance	Tests bug fixes before production release and ensures no	<p>1. A Degree in a relevant field (Computer Science, Data/Information Management, Advanced Statistical Analysis, Information Technology, and Software Engineering) with a</p>

			regression issues	Professional Regulatory Commission License (requirement for all personnel). 2. Demonstrated experience in developing, implementing and operating similar systems (requirement for all personnel). 3. Competent and dedicated staff that can be reached for feedback having at least 5 years of related work experience (requirement for all personnel). 4. Excellent communication and writing skills (requirement for all personnel).
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\*Key Personnel

**V. PROJECT DURATION**

This project shall be implemented upon issuance of Notice to Proceed (NTP) up to December 31, 2026.

**VI. APPROVED BUDGET FOR THE CONTRACT (ABC)**

A. The approved budget for the project is **Three Million Eight Hundred Thousand Pesos and 00/100 Only (Php 3,800,000.00)**.

*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 IRR of RA 12009 on contract price escalations, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

**VII. BASIS OF PAYMENTS**

MILESTONE	ACCEPTANCE CRITERIA	PERCENTAGE BILLING
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1) Delivery of maintenance and technical services as verified from the Online Support Ticketing System, at end of the 1st month of the contract (May).	Signed off by the client's authorized personnel.	<b>15%</b>
2) Delivery of maintenance and technical services as verified from the Online Support Ticketing System, at end of the 3rd month of the contract (July).	Signed off by the client's authorized personnel.	<b>50%</b>
3) Delivery of maintenance and technical services as verified from the Online Ticketing System, at the end of the 5 <sup>th</sup> month of the contract (Sept).	Signed off by the client's authorized personnel.	<b>20%</b>
4) Delivery of maintenance and technical services as verified from the Online Ticketing System, at the end of the 8 <sup>th</sup> month of the contract (Dec).	Signed off by the client's authorized personnel.	<b>15%</b>
<b>TOTAL</b>		<b>100%</b>

### 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 Service Provider to penalties and/or liquidated damages pursuant to IRR of RA 12009.

**X. CANCELLATION OR TERMINATION OF CONTRACT**

The guidelines contained in IRR of RA 12009 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 IRR of RA 12009.

Terms of Reference endorsed, reviewed and certified by:

Submitted by:

  
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Noted by:

  
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