



Republika ng Pilipinas
Lungsod ng Quezon
CITY LEGAL DEPARTMENT

TERMS OF REFERENCE



ONLINE LEGAL SERVICES, FORMS AND KNOWLEDGE TECHNOLOGY
PLATFORM FOR QUEZON CITY CONSTITUENTS

I. RATIONALE AND BRIEF BACKGROUND

A. BACKGROUND

Leveraging technology and service innovations in delivering impactful and efficient social and legal services are crucial undertakings for the Local Government of Quezon City. This endeavour has never been more crucial in this period where, to prevent the spread of an unprecedented and highly contagious COVID-19 virus, governments need to enforce and citizens must strictly practice social distancing and other mandated health protocols. Hence, to minimize the negative effect of the contagion to constituents, we are utilizing innovative digital platforms to continue in delivering and even enhancing our basic government services, including legal services.

B. RATIONALE

The purpose of this project is to make quality legal services, guidance and documents easily accessible to all barangays and constituents of Quezon City online. It aims to serve people by making legal knowledge available via the internet especially during this pandemic where people cannot easily go out and ask for legal help. It also seeks, in the short and medium term, to digitally transform basic public services, like legal services, and help in preventing the spread of the COVID-19 virus.

II. PROJECT DESCRIPTION AND SCOPE

The legal department shall subscribe to an online software supplier or technology provider that has a proprietary digital platform that can provide easy access to a curated legal knowledge (content) database, services and documents (legal and business forms) to the department, as well as to the Quezon City barangays and constituents.

A. OBJECTIVES

1. GENERAL OBJECTIVE

To provide quality legal assistance, guidance and knowledge to Quezon City constituents and public officials.

2. SPECIFIC OBJECTIVES

a. To decentralize legal services

This online legal database and research service technology from the software provider should be able to scale and efficiently serve tens of thousands of constituents of Quezon City by making it available to the city's (six) 6 districts and to its more or less 142 barangays.

Such software online can also be made available to the Lupon Tagapamayapa in barangays and even to the People's Law Enforcement Bureaus (PLEB). This should also be made accessible to law enforcers and police stations in Quezon City at the discretion of the local government.

Similarly, it should provide easily accessible and downloadable documents and legal forms online.

An online 24/7 legal and research assistance should also be provided and made accessible to Quezon City constituents.

b. To empower all Quezon City citizens of every gender and social class

Empowering citizens of every gender and social class (PWDs, LGBTs, Women, Senior Citizens, OFWs and their families)

The software platform should also make legal services accessible to the marginalized sectors of Quezon City. Those who did not receive legal assistance under the traditional model (face-to-face) attorney services should be able to stand to benefit the most. The technology shall fill the gap left by overburdened and shrinking legal aid groups.

The software system should also know when a constituent's request exceeds its automated capabilities and seamlessly refer him to the appropriate city department (legal) or agency that matches his subject matter and geographic needs.

- c. To professionalize, modernize and strengthen the Quezon City Legal workforce by giving a game-changing legal research database

The software shall also be an online legal intelligence, guidance and research assistance platform to aid all legal staff of the Quezon City Legal Department in doing their research, advice and drafting work.

Provide a mobile-optimized platform smart mobile phones for accessing legal research and materials.

- d. To make Quezon City a Smart City

Smart Cities are communities adaptive to the modern and current needs of its constituents. By providing legal service and software technologies accessible and useful to people, Quezon City will serve as an example to developing cities in the country.

III. PROJECT SCOPE OF WORK

A. PROJECT MANAGEMENT PLAN

The online software provider shall be responsible for the different steps in project management:

1. PROJECT PLAN

The software supplier shall be responsible for providing a signing up mechanism that allows email addresses and/or local government identification numbers of constituents as usernames to access the software. The signing up process shall be made using mobile phones and desktop computers connected to the internet.

- Making the software service available for signing up for the Quezon City Legal Department
- Making the software service available for signing up for the Mayor's Office
- Making the software service available for signing up for the barangays and Quezon City constituents

Note: This is without excluding the capability of simultaneous sign-ups and activation of all stakeholder accounts within thirty (30) days.

- Maintenance and customer service.

2. USER ACCEPTANCE

Upon activation of accounts, the legal department shall provide a certificate of completion to the online software provider indicating that it has already complied with the contractual requirements.

3. KNOWLEDGE TRANSFER TRAINING

Online seminars and training for all relevant personnel on how to use and manage the system. This includes launching the product to stakeholders and conducting private online training to government employees and constituents.

- 2 hours per barangay, district representatives and officials
- Maximum of 50 participants per session

4. **Provide Protection for any information and data** that the Online Legal Service has access to as related to QC LGU and its constituents. Strict observance of the relevant provisions of Republic Act No. 10173, or the *Data Privacy Act*, and other pertinent law, rules, and regulations relating to data privacy, during the course of implementation of the Project. Ownership of the data belongs to the QCLGU and shall remain with the CITY even after the end of the project

B. DELIVERABLES

The project shall cover the activation of the 144 accounts (including 142 accounts for each QC barangay, 1 account for Legal Office, and 1 account for Mayor's Office) and seminars.

Each account includes:

- Legal and Business Forms
- Knowledge research articles and definitions
- Library and Bookmarking system
- Cases and References
- Legal Research Assistance Technology: Legal Terms and Concepts
- Legal Research Assistance Technology: Request for Case Summaries
- Legal Research Assistance Technology: Drafting Assistance
- Legal Research Assistance Technology: Legal Research Service

C. PROJECT STANDARDS AND REQUIREMENTS

A. Track Record

- The software supplier must have a Platinum status in PHILGEPS.
- The software supplier must have a registered intellectual property for its proprietary technology and/or service.
- The software supplier must be able to fully deliver within 30 days from the notice to proceed (NTP) issued by the project owner.
- The software supplier must be duly registered with the National Privacy Commission.

B. Organization

- The software supplier must have a record of similar transactions to the project
- The software supplier must be a recognized supplier of similar innovation to private companies / local governments and/or government agencies.

C. Online Training

- The software supplier must provide all necessary online training for software and existing usage, administration and management of its platform to all stakeholders (local government employees, barangays and constituents)
- Online training and seminars for barangay clusters - The supplier should provide adequate and efficient online training and seminars for all barangays in the city via social media and video conferencing.
- Duration of online training is one month or 30 days.
- Persons to be trained are barangay officials and legal department personnel. At least five (5) personnel/barangay and five (5) legal staff of the Quezon City Legal Department shall be required for the webinar.
 - 2 hours per barangay, district representatives and officials
 - Maximum of 50 participants per session

D. Project Documentation Requirements

- The Supplier/Contractor shall provide all the manual and training documentation (video and written files) to the Quezon City Government for record purposes. A video manual shall be provided for dissemination online.

IV. AREA OF COVERAGE

The coverage area of the platform is the whole constituency of the City of Quezon, Metro Manila.

V. MANAGED SERVICES

- 1. Project Management.** The software supplier and contractor will be responsible for the coordination with the City Government employees and barangay officials in disseminating the access details and training.
- 2. Training.** All training and seminars will be conducted online using videoconferencing tools and streamed via social media. Other means of communication and training shall be in coordination with the social media manager of the Facebook page of Quezon City. The training and seminar duration will be for 12 sessions one for each month via social media accommodating at least one (1) million online participants.
- 3. Warranty, Maintenance, and Support.** The software supplier warrants the quality and after- sign up service for the duration of the contract period. All questions, legal and technical, shall be coursed through them on weekdays (Mondays thru Friday, 8-5 pm) and shall be answered within 1-3 business days.

VI. PROJECT DURATION

The implementation of the project shall be within 30 days after receipt of Notice to Proceed (NTP). The subscription is for a period of one (1) year or twelve (12) months from the date of NTP. This includes all the services and maintenance stated here:

Item No.	Description	Delivered
1	Online Legal Services and Research Technology	within 30 days upon the receipt of NTP
2	Legal Knowledge and Forms Assistance Technology	
3	Search Intelligence and Usage Statistics	
4	Local ID integration of legal services	To be determined based on local government policy (one month to one year)

5	Online training and seminars for barangay clusters	within 30 days upon payment
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VII. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the **DIGITAL LEGAL RESEARCH AND ASSISTANCE** which includes the cost of all taxes, such as, but not limited to value added levies and duties is **THIRTY-NINE MILLION NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE PESOS AND EIGHTY-EIGHT CENTAVOS (PHP 39,999,999.88)** only. Any and all taxes, charges, impost, and other legal exactions due or that may become due under this contract shall be for the account of the Supplier/Contractor. The implementing Agency shall withhold applicable withholding taxes, if any, from its payments to the Contractor in accordance with the requirements of the law.

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

VIII. BASIS OF PAYMENT

1. 15% upon mobilization and activation of accounts for the legal department
2. 65% upon availability of access of barangays
3. 20% upon start of online training and seminars

IX. CANCELLATION OR TERMINATION OF CONTRACT

The guidelines contained in R.A. 9184 and its Revised Implementing Rules and Regulations (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 R.A. 9184 and its IRR.

X. CONDITIONS AND PENALTIES FOR BREACH OF CONTRACT

A. Delivery

The failure of the software supplier to perform its obligations provided in this Section shall constitute a breach and shall make it liable for damages, without prejudice to the right of the City to seek other remedies as may be allowed by law.

The software supplier must make the system/platform available within 30 days upon contract award and notice to proceed. Failure to do so will be subject to penalties as prescribed by law.

B. Product Warranty

The Software supplier shall provide a one (1) year warranty upon activation of its online platform to all stakeholders of the city. An online training shall be conducted for all users. All hardware requirements are existing and to be provided by the Legal Department.

Approved by:


ORLANDO PAOLO F. CASIMIRO
City Attorney