

SCOPE OF SERVICES (SOS)

Security Services for the John Hay Special Economic Zone (AOR 1)

I. INTRODUCTION:

The John Hay Management Corporation (JHMC), a Government Owned and Controlled Corporation (GOCC), is the estate manager, regulatory body and implementing arm of the Bases Conversion and Development Authority (BCDA) in Camp John Hay, Baguio City.

JHMC intends to procure the services of a Security Agency capable and experienced in providing security services to secure and protect BCDA and JHMC personnel, guests, clients, VIPs and properties.

II. AREA OF RESPONSIBILITY (AOR):

This Scope of Services shall be applicable to the entire John Hay Special Economic Zone (JHSEZ). The JHSEZ has an approximate area of Three Million Eighteen Thousand Six Hundred Two (3,018,602) Square Meters. A map of the JHSEZ is hereto attached as *Annex "A"*.

The JHSEZ is bounded to the north by the South Drive, to the east and west by the John Hay Reservation Area (JHRA) and to the South by Barangay Loakan Proper, Baguio City.

III. MANPOWER REQUIREMENT:

The SA shall provide the following manpower itemized in *Annex "B"*:

AOR	AREA COVERED	1 st Shift (6:00AM-2:00PM)	2 nd Shift (2:00PM-10:00PM)	3 rd Shift (10:00PM-6:00AM)	TOTAL NUMBER OF GUARDS
1	John Hay Special Economic Zone	27	27	21	75

IV. QUALIFICATIONS OF THE SECURITY AGENCY (SA) AND OTHER REQUIREMENTS

- a) The SA shall have a valid license to operate issued by PNP-CSG-SOSIA and with at least 5 years' experience in providing security services (*preferably within economic zone and/or forest areas*).

- b) Must be a member of associations recognized by PNP-CSG-SOSIA.
- c) No pending labor standards violation case/s issued by National Labor Relations Commission (NLRC) and DOLE.
- d) Must have substantial capital and equipment or machineries.
- e) Has not been a security provider or is currently security provider of a company or juridical entity with whom JHMC have past or existing legal case/conflict.
- f) For an Agency who had provided security services in the past or is currently providing security services to JHMC or BCDA, said agency must have a good performance record.

V. QUALIFICATION OF SECURITY OFFICERS AND GUARDS

Security Officers and Guards to be deployed in the AOR 1 shall have the following qualifications:

6.1 SECURITY OFFICERS (*Detachment Commander/Assistant Detachment Commander and other Officers*)

- a) At least 21 years old but not more than 50 years' old.
- b) Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay).
- c) Holder of a Baccalaureate Degree or a former member of the Military or Police Force (*Copy of honorable discharge order duly authenticated by competent authorities must be submitted*).
- d) Has graduated from a Security Officer Training Course or its equivalent.
- e) With three (3) years' experience as a security officer/supervisor or 2 years' experience in military or police service.
- f) Must have a valid Driver's License for two (2) or four (4) wheeled vehicle.
- g) Computer literate, proficient in written and verbal communications, and with good public relations.
- h) Preferably with added qualifications on VIP security, investigation and, intelligence gathering. With basic training on first aid and safety procedures.
- i) Must possess a valid Security Officer License and clearances from Barangay, NBI and PNP.
- j) Of good moral character and reputation, courteous, disciplined, alert and without any criminal record.
- k) Must be physically and mentally fit.
- l) Must pass the neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center..
- m) Attended enhancement trainings/seminars for the last three years.

6.2 SECURITY GUARDS

- a) At least 21 years old but not more than 50 years' old.
- b) High school graduate.

- c) Of good moral character and reputation, courteous, disciplined, alert and without any criminal record.
 - d) Must be physically and mentally fit.
 - e) A Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay).
 - f) Must pass the neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center.
 - g) Must possess a valid security guard license and clearances from Barangay, NBI and PNP.
 - h) Has undergone a pre-licensing training course or its equivalent.
- 6.3 The SA shall submit the security officers and guards profile with attached supporting documents of nominated officers and guards for review and approval by JHMC prior to deployment in AOR 1. Acceptance or denial of the nominated Officers and Guards shall be determined by the JHMC-Safety and Security Department.

VI. DUTIES AND RESPONSIBILITIES OF THE SA

The SA shall undertake the following duties and responsibilities, to wit:

- 6.1 Secure all BCDA and JHMC properties against theft, robbery, arson, sabotage, acts of terrorism and all other crimes punishable by law.
- 6.2 Secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, or intimidation.
- 6.3 Prevent the intrusion of informal settlers or entry of materials for construction or renovation of structures without permit/s from JHMC.
- 6.4 Stop newly detected or ongoing construction activities without permit from JHMC, and effect immediate demolition or removal thereof *even without notice from JHMC.*
- 6.5 Prevent the entry and exit of undocumented articles (local/imported) as provided in CAO 2-98 and other applicable rules and regulations inside the JHSEZ.
- 6.6 Prevent illegal tree cutting and/or infliction of damage/injury to all live trees such as but not limited to, chopping, girdling, driving of nails and other metals, wrapping of wires/cables, burning, dumping of rocks, soils, solid and liquid toxic wastes on the base of the trees including pruning without permit.
- 6.7 Secure fallen/uprooted and typhoon-damaged trees and assist in the retrieval of the same by concerned department for safekeeping and proper disposition.
- 6.8 To fully exercise their authority and responsibility as DENROs as stipulated in their Special Order issued by DENR-CAR Regional Director.

- 6.9 Immediately respond to forest fires to assist in preventing its spread and its full suppression. Investigate its causes and propose measures and strategies to JHMC to significantly lessen, if not prevent, similar occurrences from happening in the future.
- 6.10 Monitor and assist in the apprehension of “smoke-belching” vehicles within the JHSEZ pursuant to RA 8749 otherwise known as “Clean Air Act”.
- 6.11 Ensure that all forest products such as, but not limited to logs, lumber, firewood brought out of the JHSEZ are with the approved permits and proper documentation.
- 6.12 Ensure the solid and hazardous/toxic wastes brought out of the John Hay Special Economic Zone are with the approved permits and proper documentation.
- 6.13 Immediately report the location/s of areas that need installation and/or repair of perimeter fences and continuously monitor the same while measures are taken by JHMC to repair and close the gaps.
- 6.14 Undertake DAILY monitoring and foot patrolling of all trails especially those most-prone to forest fire occurrence, illegal tree cutting and other activities to deter would-be-culprits from such illegal acts. A daily journal of daily foot patrolling works shall be submitted to the JHMC-SSD for evaluation and record.
- 6.15 Maintain peace and order within the assigned AOR 1 including the conduct of:
- **ARREST BY SECURITY GUARD.** - A security guard, or private detective is not a police officer and is not, therefore, clothed with police authority. However, he may effect arrest under any of the following circumstances:
 - a. When, in his presence, the person to be arrested has committed, is actually committing, or is attempting to commit an offence;
 - b. When an offense has just been committed and he has probable cause to believe based on personal knowledge of facts and circumstances that the person to be arrested has committed it; and
 - c. When the person to be arrested is a prisoner who has escaped from a penal establishment or place where he is serving final judgment or temporarily confined while his case is pending or has escaped while being transferred from one confinement to another (Section 56, Rule 113, Rule of Court).

Method of Arrest. - When making an arrest, the watchman, security guard or private detective shall inform the person to be arrested of the intention to arrest him and cause of the arrest, unless the person to be arrested is then engaged in the commission of an offense or after an

escape, or flees, or forcibly resists before the person making the arrest has opportunity so to inform him, or when the giving of such information will imperil the arrest.

Duty of security guard making arrest. -Any security guard making arrest, shall immediately turn over the person arrested to the nearest peace officer, police outpost or headquarters for custody and/or appropriate action, or he may without necessary delay and within the time prescribed in Article 125 of the Revised Penal Code, as amended, take the person arrested, to the proper Court of Law or judge for such action as they may deem proper to take.

Search without warrant. - Any security guard may, incident to the arrest, search the person so arrested in the presence of at least two (2) witnesses. He may also search employees of the person, firm or establishment with which he is or his agency has a contract of private detective, watchman or security services, when such search is required by the very nature of the business of the person, firm or establishment.

- 6.16 Provide free legal assistance (i.e. legal counsel and fees) to its deployed security officers or guards who are impleaded as accused or respondent to a case in the performance of their official functions. Require their guards to appear in court as witness when so requested by JHMC or the Court.
- 6.17 Provide traffic assistance.
- 6.18 Comply and implement JHMC rules and regulations, memoranda and other Standard Operating Procedures (SOP'S) promulgated by JHMC relative to the maintenance of security and safety. For this purpose, JHMC shall conduct an orientation and provide the SA, Security Officers and Guards a copy of the SOP's, and other pertinent documents related to Safety and Security.
- 6.19 Provide an appropriate number of Security Personnel to reinforce the existing complement in case of necessity upon written notice by JHMC. **To be included in the contract**
- 6.20 In case of damage or loss of JHMC properties due to negligence or failure of the guard/s to fulfil his/her obligations, the SA is liable to compensate JHMC for the cost of such losses or damages. **To be included in the contract**
- 6.21 Provide the necessary manpower and equipment for its operations at no extra cost to JHMC. (Pls. refer to ***Annex "B" and "C"***)
- 6.22 Shall be able to provide a licensed K9 unit in cases of threats to national security upon request by JHMC-SSD.
- 6.23 Guards to be deployed shall be composed of at least 20% female security guards of the total security force of AOR1.

6.24 SA shall ensure the timely release/disbursement of salaries and benefits of security officers and guards.

6.25 The SA shall prepare and submit a certified copy of payrolls with the name of security guards arranged alphabetically and numbered consecutively. These payrolls shall be personally signed by the payees only after receipt of the amounts shown therein. Separate payrolls for distant detachments/posts shall be prepared and similarly signed by the payees or his duly authorized representative as the case maybe. Payrolls shall be filed with the main office within fifteen (15) days after payday. The use of payroll form shall be in accordance with the standard format as prescribed by JHMC.

6.26 Provide JHMC a quarterly proof of payment of wages and remittances of the deployed security personnel to government such as SSS, Philhealth, and Pag-Ibig.

6.27 Monitor and submit a comprehensive report within twenty-four (24) hours to JHMC-SSD of cases or incident arising from item 7.1 to 7.13.

6.28 Perform such other related functions and duties as may be required by JHMC.

VII. PENALTY CLAUSE

The SA, Security Officers and Guards shall be penalized for failure to comply with the provision of SOS and/or Contract based on the *Table of Offenses and Penalties* attached as *Annex "D"*.

VIII. PERFORMANCE EVALUATION

8.1 The SA shall be subject to Quarterly Performance Evaluation by the JHMC Security Evaluation Committee based on criteria prescribed by JHMC and in accordance with PNP-SOSIA requirements. See attached form as *Annex "E"*

8.2 SA must maintain a satisfactory level of performance throughout the term of its contract for security services with JHMC. In case of **two (2) unsatisfactory performance or poor ratings** during any of the quarterly evaluations, the JHMC may pre-terminate its contract for security services with the SA in writing for failure of the SA to satisfactorily perform its contractual obligations.

8.3 Level of Performance Rating for the quarterly performance evaluation:

Table 1: Rating system

Adjectival Rating	Numerical Rating	Description of Rating

Poor	84.99 and below	Fails to meet most of the requirements of JHMC in terms of operational and administrative capability. Poor quality of services.
Satisfactory	85 – 94.99	Meet all the requirements but with minor violations. The quality of services need further improvement.
Excellent	95 – 100	Achieves the highest standard of quality security services as required by JHMC.

9.4 **SA** shall be subject to investigation by the JHMC Security Investigation Committee for failure to perform its contractual obligation. The Security Investigation Committee shall convene within three (3) working days upon receipt of the complete Report from the JHMC-SSD on any violations allegedly committed by the SA.

IX. ADMINISTRATIVE SUPPORT

10.1 The **SA** must set-up a fully equipped Detachment Headquarters and provide an administrative staff to ensure that administrative concerns are addressed separately so as not to deprive JHMC of the man-hours needed for its daily completion of security services at no extra cost to JHMC.

10.2 The location of the **SA** Office shall be identified by JHMC.

10.3 The **SA** shall agree to shoulder the cost for utilities such as electric and water consumption.

X. OPERATIONAL SUPERVISION

The contracted guards shall be placed under the Operational Supervision (OPSUP) of the JHMC Safety and Security Department (SSD) which shall direct, supervise, and oversee daily security operations and activities through the SA. The Detachment Commander or the designated Duty Officer shall report to the SA and also to the JHMC-SSD for instruction before and after every guard deployment. Daily Operations Report shall be submitted by the DC or Duty Officer of the **SA** to the JHMC-SSD Office, CC SA every **8:00AM**.

XI. ADMINISTRATIVE CONTROL, SUPERVISION, REASSIGNMENT AND REPLACEMENT OF GUARDS

12.1 The **SA** shall exercise administrative control and supervision (i.e. morale, discipline, law and order) within the rank and file in accordance with the provisions of RA 5487 and other laws, ordinances, rules and regulations prescribed by JHMC.

- 12.2 The **SA** shall be responsible for the disposition of administrative offenses and/or other acts or omissions committed by the guards in accordance with its Table of Offenses and corresponding punishment provided thereon.
- 12.3 In no way shall the security guards deployed under the **SA's** contract for security services with JHMC be assigned to another posting or assignment, even if the purpose is temporary in nature, outside of its agreement for security services with JHMC, without prior notice and concurrence by JHMC-SSD.
- 12.4 JHMC reserves the right to require the replacement of any security guard whose performance and conduct is found to be unsatisfactory, or whose actions are considered prejudicial to JHMC's interest anytime. Failure of the **SA** to take the necessary action within forty-eight (48) hours from written notice by JHMC shall be cause for the termination of its agreement for security services with JHMC.
- 12.5 There shall be no employer-employee relationship between JHMC and the security officers and guards; direct control and supervision over the officers and guards remains with the **SA**, without prejudice to the powers explicitly given to JHMC under the contract.

XII. POSTING OF PERFORMANCE SECURITY

- 14.1. To guarantee the faithful performance by the winning **SA** of its obligations under the contract, it shall post a performance security prior to the signing of the contract.

The performance security shall be in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the total Contract Price)
a) Cash of cashier's/manager's check issued by a Universal or Commercial Bank.	Goods and Consulting Services – Five Percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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**Ref: Sec. 39 of the 2016 IRR of R.A 9184*

14.2 WAGE SECURITY

To answer for wages due the security officer or guards should the SA fail to pay the same, the SA shall post a wage security in favor of JHMC in an amount equivalent to two (2) months of labor cost of their personnel in their respective AOR 1.

14.3 The wage security shall be callable on demand and shall have a validity period equivalent to the duration of the pertinent Contract including its renewal or extension, if any, plus three (3) months; and

14.4 In case of change in the Contract price arising from additional deployment of guard force, the aforementioned sureties shall be upgraded accordingly.

XIII. WAGE ADJUSTMENT

15.1. During the effectivity of the **Contract** for security services, the **SA** shall be entitled to request for adjustment of the contract price in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to the law, executive order, decree or wage order, provided that the **SA** presents acceptable proof thereof, e.g. copy of wage order certified by the **DOLE**.

15.2. The adjustment of the contract price, unless otherwise amended/superseded by a new law shall be computed as follows:

- a. Only the “Amount to Guard and Government”; shall be adjusted and NOT the Agency Fee (Administrative Overhead and Margin) and
- b. The 12% VAT shall be only imposed on the Agency Fee and not the “amount to guard and government”, based on BIR Revenue Memorandum Circular No. 39-2007.

XIV. DURATION AND EXTENSION OF CONTRACT

16.1 The **SA** shall provide security services to JHMC for a contract period of three (3) years, subject to renewal annually based on the following criteria:

- a) Results of the quarterly Performance Evaluation (PE).
- b) Assessment of the current and future security situation and the corresponding security needs/requirements of JHMC

16.2 It is understood that item 16.1 above allows JHMC to exercise its right to either to extend or terminate the SA Contract based on the results of PE or the assessment

of the security situation and security needs of JHMC. It must be explicitly stated that based on security needs of JHMC, the number of deployed security personnel may either be reduced or increased by JHMC as the case may be.

XV. SECURITY PLAN

15.1 All bidders shall submit a security plan containing the following minimum components:

- 15.1.a. Threats and Other Risks
 - 15.1.a.1. Man-Made Threats/Human Made Disasters
 - 15.1.a.2. Natural Disasters
- 15.1.b. Operational Methodologies
- 15.1.c. Disposition and Location Of Security Forces
- 15.1.d. Coordinating Instructions, Communication and Control
- 15.1.e. Protocols, SOP's, Strategies and Actions During Occurrence Of Illegal Activities Of Criminal Elements

- 15.1.e.1. Hostage Taking
- 15.1.e.2. Theft, Robbery And Damage to Property
- 15.1.e.3. Assaults
- 15.1.e.4. Public Disturbances
- 15.1.e.5. Trespassing
- 15.1.e.6. Intruder with Weapons.
- 15.1.e.7. Strikes and Labor Disputes
- 15.1.e.8. Workplace Violence
- 15.1.e.9. Workplace Accidents/Incidents
- 15.1.e.10. Acts of Terrorism
- 15.1.e.11. Structural Fire
- 15.1.e.12. Forest Fire
- 15.1.e.13. Informal Settlers
- 15.1.e.14. Spill of Hazardous Materials
- 15.1.e.15. Illegal Tree Cutting and other Damages to the Forest and Water Shed

15.1.f. Disaster/Emergency Preparedness Plan

- a. Earthquake
- b. Typhoon/Inclement Weather
- c. Flashfloods and Soil Erosion

15.1.g. Ingress and Egress of Vehicles, Personnel and Articles (Traffic Management Plan)

15.1.h. Rules Of Engagement During Inspections

- 1.1. The selected **SA** shall submit a Comprehensive Security Plan (CSP) within the period stated in the signed Contract and subject to further review by JHMC-

SSD. Should there be revisions, said plan shall be immediately returned to the winning SA for finalization.

- 1.2. The CSP shall be reviewed and updated accordingly every six (6) months or as the need arises by the SA, subject to further review and approval of the JHMC-SSD.

XVII. TERMINATION OF CONTRACT

Either Party may terminate the **Contract** for breach of any provisions thereof and for other legal causes by written notice given to the other party at least thirty (30) working days before the intended termination.

XVIII. MISCELLANEOUS

18.1 The security guards shall have full coverage of **medical and risk insurance** by the SA and other coverage as provided for by law. Proof of such coverage shall be presented upon demand; and

18.2 The security personnel will be provided with food during operations (i.e., demolition or removal of illegal structure, logs retrieval, etc.) by JHMC

ANNEX “B”

JOHN HAY SPECIAL ECONOMIC ZONE (AOR 1)

SECURITY POST	GUARD SHIFT			FIREARMS		RADIO		
	1 st 6:00AM- 2:00PM	2 nd 2:00PM- 10:00PM	3 rd 10:00PM- 6:00AM	Shotgun	9mm Pistol	Base	HH	Charger
Detachment Commander	1		-	-	1		1	1
Assistant Commander		1	-	-	1		1	1
Post-in-charge (<i>Admin. Clerk/Radio Operator</i>)	1	1	1	-	1	1		
VIP Security	2	2	0	-	2	-	1	1
Shift in Charge	1	1	1	-	1	-	1	1
Public Safety Patrol	2	2	2		2		1	1
JHMC Gate	1	1	1	-	1	-	1	1
JHMC Executive Office	1	1	1	-	1	-	1	1
JHMC Cottages	1	1	1	-	1	-	1	1
BCDA Cottages	1	1	1	-	1	-	1	1
Bell House/Amphitheater	1	1	1	-	1	-	1	1
Ayala Gate	2	2	2	1	-	-	1	1
New Gate	2	2	2	1	-	-	1	1
Country Club Gate	2	2	2	1	-	-	1	1
Old Main Gate	1	1	1	1	-	-	1	1
Customs Clearance Area	2	2	2	-	1	-	1	1
VOA Log Cabins	1	1	1	1	-	-	1	1
VOA Gate	1	1	1	1	-	-	1	1
Ticketing Booth	1	1	1	-	1	-	1	1
Yellow Trail	1	1	-		1		1	1
Blue Trail Patrol	1	1	-	-	1	-	1	1
Eco Trail Patrol	1	1	-	-	1	-	1	1
SUBTOTAL	27	27	21					
TOTAL	75			6	18	2	21	21

Note: All Handheld radios must be equipped with earpiece.

ANNEX “C”

EQUIPMENT REQUIREMENTS:

Basic Equipment:

The following shall comprise of the Basic Equipment of a security guard which shall be made mandatory and ready for his/her use while performing post, conduction, armored service duties and the like:

1. Prescribed Basic Uniform
2. Nightstick/baton
3. Whistle
4. Timepiece (synchronized)
5. Writing pen
6. Notebook and duty checklist (electronic or not)
7. Flashlight
8. First Aid Kit
9. Hand Cuff
10. Service Firearms (as required in Annex “B”)

The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.

Security Guards shall be responsible for inspecting the operability of basic equipment issued to them, and be responsible for keeping themselves acquainted with the proper use of the equipment.

Other required equipment:

Apart from the mandatory basic equipment, other equipment shall be issued to the security guard as determined necessary following the contract requirement. The SA shall ensure that that the security guard shall have acquired the prior training/knowledge on the proper use of the same but not limited to the following:

COMPONENT 1

ITEMS	PCS. /UNIT
1. Sports Utility Vehicle (SUV) 4x4, 2010 model or higher with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera	1 Unit (New or in good running condition)
2. Pick-up, 4x4, 2010 model or higher with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera (Ex. PNP Patrol Car)	1 Unit (New or in good running condition)
3. 150cc Off-road Motorcycle (XR), 2016 model or higher with appropriate security apparatus and markings for both Client and Agency	4 Units

4. Desktop Computer	2 Units
5. Printer (Colored)	1 Unit
6. Portable WI-FI	1 Unit
7. Mobile Phone	1 Unit
8. Camcorder	1 Unit
9. Binoculars	2 Units
10. Base Radio	1 Unit
11. Handheld Metal Detectors (NEW)	5 Units
12. Traffic reflective vests with appropriate markings for JHMC and SA	1pc per guard
13. Wet-cell Battery for Base Radio	1 Unit
14. Megaphone with appropriate accessories and spare batteries	2 units

COMPONENT 2

1. Complete First Aid Trauma Kit (NEW)	1 Unit
2. Folding Stretcher (NEW)	3 Units
3. Emergency Spine Board with Safety Straps (NEW)	2 Units
4. Universal Head Immobilizer (NEW)	1 Unit
5. Universal Rolled Splint (NEW)	3 Pcs.
6. Wheelchair (NEW)	2 Units
7. Waterproof Dual Halogen Floodlight (NEW,5X500 WATTS)	2 Units
8. Waterproof Search Light (4,500,000 Candela, (NEW)	7 Units
9. Portable Generator Set (5KVA, NEW)	1 Unit
10. Safety Harness with complete accessories (NEW)	2 Sets
11. Traffic cones(NEW)	30 pcs
12. Caution Tape(NEW)	10 rolls
13. Nylon Rope I(1 inch x 50 ft.) (NEW)	2 rolls
14. Fire Extinguisher	10 units

ANNEX “D”

NO.	OFFENSES	PENALTIES
	<i>Non-compliance with any of the following duties and requirements:</i>	
1	Failure to secure all BCDA and JHMC properties against theft, robbery, sabotage, arson, acts of terrorism and all other crimes punishable by law due to negligence of SA’s guard	<ul style="list-style-type: none"> • Deduction of 15,000.00 as penalty per incident if SA is found liable, to be deducted from the SA’s billing.
2	Failure to secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, and intimidation.	<ul style="list-style-type: none"> • Deduction of 15,000.00 as penalty per incident if SA is found liable, to be deducted from the SA’s billing.
3	Prevent the intrusion of informal settlers or entry of materials for construction or renovation of structures without permit/s from JHMC.	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per incident, to be deducted from the SA’s billing.
4	Stop newly detected or ongoing construction activities without permit from JHMC, and effect immediate demolition or removal thereof without notice from JHMC.	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per structure, to be deducted from the SA’s billing.
5	Remove or demolish illegal structures in the AOR 1 within seventy-two (72) hours from written notification by JHMC.	<ul style="list-style-type: none"> • Cost of Removal/Demolition and deduction of 50,000.00 per structure for failure to remove or demolish the structure within 72 hours from receipt of notice, to be deducted from the SA’s billing.
6	Entry and exit of undocumented articles (local/imported) as provided in CAO 2-98 and other applicable rules and regulations inside the JHSEZ	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per incident, to be deducted from the SA’s billing.
7	Illegal cutting of trees:	<ul style="list-style-type: none"> • The following deductions shall be imposed upon the SA per illegally cut live pine tree: <ul style="list-style-type: none"> a) Less than 15 cm dbh: 5,000.00 b) 16-30 cm dbh: 10,000.00 c) 31-60 cm dbh: 20,000.00 d) More than 60 cm dbh: 30,000.00 • For other miscellaneous live tree species:

		<p>a) < 15 cm dbh: 1,000.00 b) 16-30 cm dbh: 3,000.00 c) 31-60 cm dbh: 8,000.00 d) >60 cm dbh: 13,000.00</p> <p>For DEAD/ROTTEN Pine trees: the following shall be deducted:</p> <p>a) <15 cm dbh: 1,000.00 b) 16-30 cm dbh: 2,000.00 c) 31-60 cm dbh: 4,000.00 d) >60 cm dbh: 6,000.00</p>
8	Failure to prevent damage/injury inflicted to LIVE PINE trees (e.g. chopping, girdling, etc.)	<p>a) <15 cm dbh: 3,000.00 per tree b) 16-30 cm dbh: 5,000.00 per tree c) 31-60 cm dbh: 8,000.00 per tree d) >60 cm dbh: 10,000.00 per tree</p>
9	Failure to show proof of actual daily foot patrolling activities where assigned.	<p>a) First offense to negligent guard: reprimand b) Second offense: five (5) days suspension c) Third offense: Termination of his employment from the Security provider and for replacement.</p>
10	Falsification of reports, Daily Time Record, payroll and other documents submitted to JHMC.	<ul style="list-style-type: none"> • Termination of Contract. • Filing of civil case against the SA for the determination of its liabilities.
11	Unauthorized disclosure of confidential information/document of JHMC by the SA or anybody among the deployed Security Officers or Guards.	
12	Posting of guard on straight Duty (3 consecutive duties)	Deduction of 1,000.00 from the billing of SA per guard posted on 3 consecutive details
13	Failure to provide the required number of firearms, vehicles and radio equipment at the start of the contract.	<ul style="list-style-type: none"> • 1st Offense: Notice of Compliance. • 2nd Offense: P100 per day per item to be deducted from the billing of the SA. • 3rd Offense: P500 per day per item to be deducted from the billing of the SA.
14	Failure to provide the required number of other equipment at the start of the contract.	
15	Non-availability or un-serviceability of firearms, radio equipment and vehicles during the conduct of daily and random inspection.	

16	Un-manned and/or Under-manned Post	Deduction of P500.00 per day per post from the billing of the SA.
17	Non-availability or un-serviceability of other equipment during the conduct of daily and random inspection.	Deduction of P500.00 per day per item from the billing of the SA.
18	Failure to timely release/disbursement of salaries and benefits of security officers and guards.	Deduction of P20,000.00 per payroll period from the billing of the SA.
19	Failure to provide to JHMC a quarterly proof of payment of wages and remittances of the deployed security personnel to government such as SSS, Philhealth, and Pag-Ibig.	Deduction of P5,000.00 per incident from the billing of the SA.
20	Failure to provide free legal assistance (i.e. legal counsel and fees) to its deployed security officers or guards who are impleaded as accused or respondent to a case in the performance of their official functions.	Deduction of P5,000.00 per incident from the billing of the SA.
	SECURITY GUARDS	
21	Guard found sleeping on post	<ul style="list-style-type: none"> • Deduction of P300.00 per guard from the billing of the SA.
22	Guard found under the influence of liquor or drinking liquor while on duty	<ul style="list-style-type: none"> • Suspension from duty based on the provisions of R.A 5487. • Following the due process, the SA must conduct immediate investigation and impose appropriate action against the erring guard. • Deduction of P500.00 per guard from the billing of SA.
23	Abandoning of Post by the Duty Guard	
24	Indiscriminate firing of weapon by the guard	<ul style="list-style-type: none"> • Outright termination of guard's duty with JHMC.
25	Guards found guilty of vandalism, theft and pilferage of company properties	<ul style="list-style-type: none"> • Following the due process, the SA must conduct immediate investigation and impose appropriate action against the erring guard.
26	Act of disrespect and other forms of discourtesies committed by the guards against JHMC/BCDA officials and employees and visitors	<ul style="list-style-type: none"> • Deduction of P1,000.00 per guard from the billing of SA.
27	Guards found in possession of prohibited drugs or are found positive of the same	
28	Guards involved in gambling inside BCDA/JHMC premises	

PERFORMANCE EVALUATION JHMC SECURITY SERVICE PROVIDER

Period Covered:
Date of Evaluation: _____

- I. Type of Evaluation:**
- Periodic
 - Renewal
 - Others

II. Name of Security Agency :

III. Address of Security Agency :

PERFORMANCE CRITERIA	REMARKS	RATING
A. Operational Proficiency (60%)		
1. Manner of Deployment (Punctuality and Completeness of Guard Detail)		
2. Anti-squatting operations – Violations resolved in AOR (Demolitions, confiscation of materials, and tools, etc.) <ul style="list-style-type: none"> a. No. of illegal structures demolished and confiscated materials and tools used b. No. of violators of PD 705 and EO 23 apprehended c. No. of illegally cut trees recovered or confiscated d. No. of articles apprehended and confiscated 		
3. Suppression of Forest fires (Number of fires suppressed, prevented) <ul style="list-style-type: none"> a. No. of Forest Fires prevented b. No. of Forest Fires responded to <ul style="list-style-type: none"> b1. Reasonable time b2. Unreasonable time 		
4. Response to other threats and unusual incidents <ul style="list-style-type: none"> a. Neighborhood assistance b. Crime prevention operations 		

<p>5. Experience and training of Personnel</p> <p>a. Experience of personnel in the security service</p> <ul style="list-style-type: none"> • 5 years and above • 4 years • 3 years • 2 years • First deployment to 1 year <p>b. Basic security officers/guards training/equivalent</p> <p>c. Specialized training</p> <ul style="list-style-type: none"> • Bomb Detection and identification • VIP Protection/Security • Fire prevention/fighting • First Aid/Basic Life support • Disaster relief/Rescue operations 		
<p>6. Status of Firearms / Vehicles / Radios / CCTV</p>		
<p>7. Innovations introduced to improve security operations</p>		
<p>8. Security Plans/Operations</p> <p>a. Security Plan</p> <p>b. Contingency Plan</p> <p>c. Situation Map</p>	<p>a.</p>	
Subtotal		
<p>B. Guard Proficiency / Performance (10%)</p>		
<p>1. Knowledge of Duties and Functions</p> <p>a. 11 General Orders</p> <p>b. Code of Ethics</p> <p>c. Code of Conduct</p> <p>d. Specific Post Duties and Responsibilities</p> <p>e. Client product</p> <p>f. Customer service</p>		

2. Neatness / Physical Appearance a. Completeness of Uniform and Paraphernalia b. Proper grooming and hygiene c. Duty shoes		
3. Conduct and Discipline		
4. Physical Fitness a. Type of PT conducted b. Frequency		
5. Mastery of his Area of Responsibility (AOR)		
6. Skills Proficiency (Marksmanship, Report writing / Recording information, Intelligence and Investigation) a. Gun Safety and Handling b. Report writing c. Information and description gathering		
Subtotal		
C. Administration (30%)		
1. Number of personnel deployed a. As required by the Contract b. Authorized relievers		
2. Compliance with government institution requirements (deductions and remittances) a. SSS b. Philhealth c. Income Tax d. Performance Bond e. Wage Bond		
3. Submission of Reports a. Spot/Incident/Investigation Report b. Accomplishment Report c. Daily Attendance Report d. Daily Situation and Operations Report e. Roster of Personnel f. Disposition of Guards		

g. Other reports required by JHMC/SSD		
4. Administrative Control and Supervision/ Disposition of offense (Conduct, Order, and Discipline)		
5. Supply Management a. Office supplies b. Support gear (Raincoats, Duty shoes, Uniforms, Paraphernalia, FA Kits and Contents, Flashlights, Duty Belt, Headgear)		
6. Training conducted aside from the schedule stated in the Security Contract.		
7. Morale of Guards (Payment of salary, SSS, Phil Health, Insurance, Uniforms)		
8. Client Relations		
9. Equipment as per required by Contract a. Communication b. Firearms c. Transportation d. Other requirement		
10. Armory a. Steel Cabinet b. Prescribe Lock		
11. Detachment Headquarters a. Cleanliness b. Communications room c. Bulletin board <ul style="list-style-type: none"> • General orders • Guard details • Other related publications 		
Subtotal		

Rating:

A. Operational Proficiency (60%)	=
B. Guard Proficiency / Performance (10%)	=
C. Administrative Efficiency (30%)	=
Total	=

Observations / Comments:

Recommendations:

AGENCY REPRESENTATIVE COMMENTS:

SCOPE OF SERVICES (SOS)

Security Services for the John Hay Reservation Area (AOR 2)

I. INTRODUCTION:

The John Hay Management Corporation (JHMC), a Government Owned and Controlled Corporation (GOCC), is the estate manager, regulatory body and implementing arm of the Bases Conversion and Development Authority (BCDA) in Camp John Hay, Baguio City.

JHMC intends to procure the services of a Private Security Agency capable and experienced in providing security services to secure and protect BCDA and JHMC personnel, guests, clients, VIPs and properties.

II. AREA OF RESPONSIBILITY (AOR):

This Scope of Services shall be applicable to the entire John Hay Reservation Area (JHRA). The JHRA has an approximate area of Three Million Eighteen Thousand Six Hundred Two (3,018,602) Square Meters. A map of the JHRA is attached as *Annex "A"*.

III. MANPOWER REQUIREMENT:

The SA shall provide the following manpower itemized in *Annex "B"*:

AOR	AREA COVERED	1 st Shift (6:00AM- 2:00PM)	2 nd Shift (2:00PM- 10:00PM)	3 rd Shift (10:00PM- 6:00AM)	TOTAL NUMBER OF GUARDS
1	John Hay Reservation Area	37	37	31	105

IV. QUALIFICATIONS OF THE SECURITY AGENCY (SA) AND OTHER REQUIREMENTS

- a) The SA shall have a valid license to operate issued by PNP-CSG-SOSIA and with at least 5 years' experience in providing security services (*preferably within economic zone and/or forest areas*).
- b) Must be a member of associations recognized by PNP-CSG-SOSIA
- c) No pending labor standards violation case/s issued by National Labor Relations Commission (NLRC) and DOLE
- d) Must have substantial capital and equipment or machineries
- e) Has not been a security provider or is currently security provider of a company or juridical entity with whom JHMC have past or existing legal case/conflict
- f) For an Agency who had provided security services in the past or is currently providing security services to JHMC or BCDA, said agency must have a good performance record.

V. RANKS, POSITIONS, STAFFING PATTERN AND JOB DESCRIPTION.

The security agency operator/owner must observe the required major ranks and positions in the organization of the agency. JHMC may require other positions than those stated below. Please refer to **Annex “B”**.

- a. Security Management Staff
 1. Security Director (SD) – Agency Manager/Chief Security Officer.
 2. Security Executive Director (SED) – Assistant Agency Manager/Assistant Chief Security Officer;
 3. Security Staff Director (SSD) – Staff Director for Operation and Staff Director for Administration.
 4. Security Staff Director for Training – Staff in-Charge for Training
- b. Line Leadership Staff
 1. Security Supervisor 3 – Detachment Commanders
 2. Security Supervisor 2 – Chief Inspector
 3. Security Supervisor 1 – Inspector
- c. Security Guard
 1. Security Guard 1 – Watchman/guard
 2. Security Guard 2 – Shift in-charge
 3. Security Guard 3 – Post in-charge
- d. Security Consultant – (optional)

VI. QUALIFICATION OF SECURITY OFFICERS AND GUARDS

Security Officers and Guards to be deployed in the JHMC AOR 1 shall have the following qualifications:

8.1 SECURITY SUPERVISOR/OFFICERS (*Detachment Commander other Supervisors/Officers*)

Qualifications for Security Officer. - No person shall be licensed as Security Officer unless he has the following qualifications:

- a. At least 21 years old but not more than 50 years' old
- b. Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay).
- c. Holder of a Baccalaureate Degree or a former member of the Military or Police Force (*Copy of honorable discharge order duly authenticated by competent authorities must be submitted*).
- d. Physically and mentally fit.
- e. Has graduated from a Security Officer Training Course or its equivalent.
- f. With three (3) years' experience as a security officer/supervisor or 2 years' experience in military or police service.
- g. Must have a valid Driver's License for two (2) or four (4) wheeled vehicle.
- h. Computer literate, proficient in written and verbal communications, and with good public relations
- i. Preferably with added qualifications on VIP security, investigation and, intelligence gathering. With basic training on first aid and safety procedures.

- j. Must possess a valid Security Officer License and clearances from Barangay, NBI and PNP.
- k. Of good moral character and reputation, courteous, disciplined, alert and without any criminal record.
- l. Must be physically and mentally fit.
- m. Must pass the neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center.
- n. Attended enhancement trainings/seminars for the last three years.

7.2. SECURITY GUARDS

- i) At least 21 years old but not more than 50 years' old
- j) High school graduate.
- k) Of good moral character and reputation, courteous, disciplined, alert and without any criminal record.
- l) Must be physically and mentally fit.
- m) A Filipino citizen and preferably a resident of BLISTT (Baguio City, La Trinidad, Itogon, Sablan, Tuba, or Tublay).
- n) Must pass the neuro-psychiatric examination and drug tests administered by a Department of Health (DOH) accredited testing center.
- o) Must possess a valid security guard license and clearances from Barangay, NBI and PNP.
- p) Has undergone a pre-licensing training course or its equivalent.

7.3. The SA shall submit the security officers and guards profile with attached supporting documents of nominated officers and guards for review and approval by JHMC prior to deployment in AOR 2. Acceptance or denial of the nominated Officers and Guards shall be determined by the JHMC-Safety and Security Department.

VII. DUTIES AND RESPONSIBILITIES OF THE SA

The SA shall undertake the following duties and responsibilities, to wit:

- q.1. Secure all BCDA and JHMC properties and assets against theft, robbery, arson, sabotage, acts of terrorism and all other crimes punishable by law.
- q.2. Secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, or intimidation.
- q.3. Prevent the intrusion of informal settlers or entry of materials for construction or renovation of structures without permit/s from JHMC.
- q.4. Stop newly detected or ongoing construction activities without permit from JHMC, and effect immediate demolition or removal thereof without notice from JHMC.
- q.5. Prevent illegal tree cutting and/or inflicting damage/injury to all live trees such as but not limited to, chopping, girdling, driving of nails and other metals, wrapping

of wires/cables, dumping of rocks, soils, solid and liquid toxic wastes on the base of the trees.

- q.6. Secure fallen/uprooted and typhoon-damaged trees and assist in the retrieval of the same by concerned department for safekeeping and proper disposition.
- q.7. To fully exercise their authority and responsibility as DENROs as stipulated in their Special Order issued by DENR-CAR Regional Director.
- q.8. Immediately respond to forest fires to assist in preventing its spread and its full extinguishment. Investigate its causes and propose measures and strategies to JHMC to significantly lessen, if not prevent, similar occurrences from happening in the future.
- q.9. Ensure that all forest products such as, but not limited to logs, lumber, firewood brought out of the JHRA are with the approved permits and proper documentation.
- q.10. Ensure the solid and hazardous/toxic wastes brought out of the John Hay Reservation Area are with the approved permits and proper documentation.
- q.11. Immediately report the location/s of areas that need installation and/or repair of perimeter fences and continuously monitor the same while measures are taken by JHMC to repair and close the gaps.
- q.12. Undertake DAILY monitoring and foot patrolling of AOR especially those most-prone to forest fire occurrence, illegal tree cutting and other activities to deter would-be-culprits from such illegal acts. A daily journal of daily foot patrolling works shall be submitted to the JHMC-SSD for evaluation and record.
- q.13. Comply and implement JHMC rules and regulations, memoranda and other Standard Operating Procedures (SOP'S) promulgated by JHMC relative to the maintenance of security and safety. For this purpose, JHMC shall conduct an orientation and provide the SA, Security Officers and Guards a copy of the SOP's, and other pertinent documents related to Safety and Security.
- q.14. Provide an appropriate number of Security Personnel to reinforce the existing complement in case of necessity upon written notice by JHMC.
- q.15. In case of damage or loss of JHMC properties due to negligence or failure of the guard/s to fulfil his/her obligations, the SA is liable to compensate JHMC for the cost of such losses or damages.
- q.16. Provide the necessary manpower and equipment for its operations at no extra cost to JHMC. (Please refer to *Annex "B" and "C"*).
- q.17. Shall be able to provide a licensed K9 unit in cases of threats to national security upon request by JHMC-SSD.
- q.18. Guards to be deployed shall be composed of at least 20% female security guards of the total security force of AOR2.
- q.19. Provide to JHMC a quarterly proof of payment of wages and remittances of the deployed security personnel to government such as SSS, Philhealth, and Pag-Ibig.
- q.20. Monitor and submit a comprehensive report within twenty-four (24) hours to JHMC-SSD of cases or incident arising from items a to m.

- q.21. The SA shall prepare and submit a certified copy of payrolls with the name of security guards arranged alphabetically and numbered consecutively. These payrolls shall be personally signed by the payees only after receipt of the amounts shown therein. Separate payrolls for distant detachments/posts shall be prepared and similarly signed by the payees or his duly authorized representative as the case maybe. Payrolls shall be filed with the main office within fifteen (15) days after payday. The use of payroll form shall be in accordance with the standard format as prescribed by JHMC.
- q.22. The SA shall ensure that all their security guards shall watch and secure the property of the BCDA and JHMC. Such service shall not, however, extend beyond the property or compound of said person, firm or establishment except when required by JHMC in accordance with the terms of their contract to escort, or in hot pursuit of criminal offenders.
- q.23. Provide free legal assistance (. i.e. legal counsel and fees) to its deployed security officers or guards who are impleaded as accused or respondent to a case in the performance of their official functions.
- q.24. SA shall ensure the timely release/disbursement of salaries and benefits of security officers and guards.
- q.25. Perform other functions as required by JHMC.

VIII. ARREST BY SECURITY GUARD. A security guard, or private detective is not a police officer and is not, therefore, clothed with police authority. However, he may effect arrest under any of the following circumstances:

- a. When, in his presence, the person to be arrested has committed, is actually committing, or is attempting to commit an offence;
- b. When an offense has just been committed and he has probable cause to believe based on personal knowledge of facts and circumstances that the person to be arrested has committed it; and
- c. When the person to be arrested is a prisoner who has escaped from a penal establishment or place where he is serving final judgment or temporarily confined while his case is pending or has escaped while being transferred from one confinement to another (Section 6, Rule 113, Rule of Court).

Method of Arrest. - When making an arrest, the watchman, security guard or private detective shall inform the person to be arrested of the intention to arrest him and cause of the arrest, unless the person to be arrested is then engaged in the commission of an offense or after an escape, or flees, or forcibly resists before the person making the arrest has opportunity so to inform him, or when the giving of such information will imperil the arrest.

Duty of security guard making arrest. -Any security guard making arrest, shall immediately turn over the person arrested to the nearest peace officer, police outpost or headquarters for custody and/or appropriate action, or he may without necessary delay and within the time prescribed in Article 125 of the Revised Penal Code, as amended, take the person arrested, to the proper Court of Law or judge for such action as they may deem proper to take.

Search without warrant. - Any security guard may, incident to the arrest, search the person so arrested in the presence of at least two (2) witnesses. He may also search employees of the person firm or establishment with which he is or his agency has a contract of private detective, watchman or security services, when such search is required by the very nature of the business of the person, firm or establishment.

IX. PENALTY CLAUSE

The SA, Security Officers and Guards shall be penalized for failure to comply with the provision of SOS and/or Contract based on the *Table of Offenses and Penalties* attached as *Annex “D”*.

X. PERFORMANCE EVALUATION

- 11.1. The SA shall be subject to Quarterly Performance Evaluation by the JHMC Security Evaluation Committee based on criteria prescribed by JHMC and in accordance with PNP-SOSIA requirements. See attached form as **Annex “E”**
- 11.2. SA must maintain a satisfactory level of performance throughout the term of its contract for security services with JHMC. In case of **two (2) unsatisfactory performance or poor ratings** during any of the quarterly evaluations, the JHMC may pre-terminate its contract for security services with the SA in writing for failure of the SA to satisfactorily perform its contractual obligations.
- 11.3. Level of Performance Rating for the quarterly performance evaluation:

Table 1: Rating system

Adjectival Rating	Numerical Rating	Description of Rating
Poor	84.99 and below	Fails to meet most of the requirements of JHMC in terms of operational and administrative capability. Poor quality of services.
Satisfactory	85 – 94.99	Meet all the requirements but with minor violations. The quality of services need further improvement.
Excellent	95 – 100	Achieves the highest standard of quality security services as required by JHMC.

- 11.4. SA shall be subject to investigation by the JHMC Security Investigation Committee for failure to perform its contractual obligation. The Security Investigation Committee shall convene within three (3) working days upon receipt of the complete Report from the JHMC-SSD on any violations allegedly committed by the SA.

XII. ADMINISTRATIVE SUPPORT

- 12.1. The SA must set-up a fully equipped Detachment Headquarters and provide an administrative staff to ensure that administrative concerns are addressed separately so as not to deprive JHMC of the man-hours needed for its daily completion of security services at no extra cost to JHMC.
- 12.2. The location of the SA Office shall be identified by JHMC.
- 12.3. The SA shall agree to shoulder the cost for utilities such as electric and water consumption.

XIII. OPERATIONAL CONTROL

The contracted guards shall be placed under the Operational Supervision (OPSUP) of the JHMC Safety and Security Department (SSD) which shall direct, supervise, and oversee daily security operations and activities through the SA. The Detachment Commander or the designated Duty Officer shall report to the SA and also to the JHMC-SSD for instruction before and after every guard deployment. Daily Operations Report shall be submitted by the DC or Duty Officer of the SA to the JHMC-SSD Office, CC SA every **8:00AM**.

XIV. ADMINISTRATIVE CONTROL, SUPERVISION, REASSIGNMENT AND REPLACEMENT OF GUARDS:

- 15.1 The SA shall exercise administrative control and supervision (i.e. morale, discipline, law and order) within the rank and file in accordance with the provisions of RA 5487 and other laws, ordinances, rules and regulations prescribed by JHMC.
- 15.2 The SA shall be responsible for the disposition of administrative offenses and/or other acts or omissions committed by the guards in accordance with its Table of Offenses and corresponding punishment provided thereon.
- 14.3. In no way shall the security guards deployed under the SA's agreement for security services with JHMC be assigned to another posting or assignment, even if the purpose is temporary in nature, outside of its agreement for security services with JHMC, without prior notice and concurrence by JHMC-SSD.
- 14.4. JHMC reserves the right to require the replacement of any security guard whose performance and conduct is found to be unsatisfactory, or whose actions are considered prejudicial to JHMC's interest anytime. Failure of the SA to take the necessary action within forty-eight (48) hours from written notice by JHMC shall be cause for the termination of its agreement for security services with JHMC.
- 14.5. There shall be no employer-employee relationship between JHMC and the security officers and guards; direct control and supervision over the officers and guards remains with the SA, without prejudice to the powers explicitly given to JHMC under the contract.

XV. SECURITY PLAN

- 15.1. All bidders shall submit a security plan containing the following minimum components:
 - 15.1.a. Threats and Other Risks
 - 15.1.a.1. Man-Made Threats/Human Made Disasters
 - 15.1.a.2. Natural Disasters
 - 15.1.b. Operational Methodologies
 - 15.1.c. Disposition and Location Of Security Forces
 - 15.1.d. Coordinating Instructions, Communication and Control
 - 15.1.e. Protocols, SOP's, Strategies and Actions During Occurrence Of Illegal Activities Of Criminal Elements
 - 15.1.e.1. Hostage Taking
 - 15.1.e.2. Theft, Robbery And Damage to Property
 - 15.1.e.3. Assaults
 - 15.1.e.4. Public Disturbances
 - 15.1.e.5. Trespassing
 - 15.1.e.6. Intruder with Weapons.
 - 15.1.e.7. Strikes and Labor Disputes
 - 15.1.e.8. Workplace Violence
 - 15.1.e.9. Workplace Accidents/Incidents
 - 15.1.e.10. Acts of Terrorism
 - 15.1.e.11. Structural Fire
 - 15.1.e.12. Forest Fire
 - 15.1.e.13. Informal Settlers
 - 15.1.e.14. Spill of Hazardous Materials
 - 15.1.e.15. Illegal Tree Cutting and other Damages to the Forest and Water Shed
 - 15.1.f. Disaster/Emergency Preparedness Plan
 - a. Earthquake
 - b. Typhoon/Inclement Weather
 - c. Flashfloods and Soil Erosion
 - 15.1.g. Ingress and Egress of Vehicles, Personnel and Articles (Traffic Management Plan)
 - 15.1.h. Rules Of Engagement During Inspections
- 15.2. The selected **SA** shall submit a Comprehensive Security Plan (CSP) within the period stated in the signed Contract and subject to further review by JHMC-SSD. Should there be revisions, said plan shall be immediately returned to the winning **SA** for finalization.
- 15.3. The CSP shall be reviewed and updated accordingly every six (6) months or as the need arises by the SA, subject to further review and approval of the JHMC-SSD.

XVI. POSTING OF PERFORMANCE SECURITY

To guarantee the faithful performance by the winning **SA** of its obligations under the contract, it shall post a performance security prior to the signing of the contract.

The performance security shall be in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the total Contract Price)
a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Goods and Consulting Services – Five Percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Ref: Sec. 39 of the 2016 IRR of R.A 9184

XVII. WAGE SECURITY

- 17.1. To answer for wages due the security officer or guards should the SA fail to pay the same, the SA shall post a wage security in favor of JHMC in an amount equivalent to two (2) months of labor cost of their personnel in their respective AOR.
- 17.2. The wage security shall be callable on demand and shall have a validity period equivalent to the duration of the pertinent Contract including its renewal or extension, if any, plus three (3) months; and
- 17.3. In case of change in the Contract price arising from additional deployment of guard force, the aforementioned sureties shall be upgraded accordingly.

XVIII WAGE ADJUSTMENT

- 18.1. During the effectivity of the **Contract** for security services, the **SA** shall be entitled to request for adjustment of the contract price in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to the law, executive order, decree or wage order, provided

that the **SA** presents acceptable proof thereof, e.g. copy of wage order certified by the **DOLE**.

- 18.2. The adjustment of the contract price, unless otherwise amended/superseded by a new law shall be computed as follows:
 - a. Only the “Amount to Guard and Government”; shall be adjusted and NOT the Agency Fee (Administrative Overhead and Margin); and
 - b. The 12% VAT shall be only imposed on the Agency Fee and not the “amount to guard and government”, based on BIR Revenue Memorandum Circular No. 39-2007.

XIX. DURATION AND EXTENSION OF CONTRACT

- 19.1. The **SA** shall provide security services to JHMC for a contract period of three (3) years, subject to renewal annually based on the following criteria:
 - c) Results of the quarterly Performance Evaluation (PE).
 - d) Assessment of the current and future security situation and the corresponding security needs/requirements of JHMC
- 19.2. It is understood that item 16.1 above allows JHMC to exercise its right to either to extend or terminate the SA Contract based on the results of PE or the assessment of the security situation and security needs of JHMC. It must be explicitly stated that based on security needs of JHMC, the number of deployed security personnel may either be reduced or increased by JHMC as the case may be.

XX. TERMINATION OF CONTRACT

Either Party may terminate the **Contract** for breach of any provisions thereof and for other legal causes by written notice given to the other party at least thirty (30) working days before the intended termination.

XXI. MISCELLANEOUS

- 22.1 The security guards shall have full coverage of medical and risk insurance by the SA and other coverage as provided for by law. Proof of such coverage shall be presented upon demand; and
- 22.2 The security personnel will be provided with food rations during operations (i.e., demolition of illegal structure, logs retrieval, etc.) by JHMC

ANNEX "B"

JOHN HAY RESERVATION AREA (AOR 2)

SECURITY POST	GUARD SHIFT			FIREARMS		RADIO		
	1 st 6:00AM- 2:00PM	2 nd 2:00PM- 10:00PM	3 rd 10:00PM- 6:00AM	Shotgun	9mm Pistol	Base	HH	Charger
Detachment Commander			1	-	1		1	1
Chief Inspector	1	1		-	1		1	1
Post-in-Charge (Admin Clerk/ Radio Operator)	1	1	1	-	1	1		
Eastern Sector								
Security Inspector	1	1	1	-	1		1	1
Shift-in-Charge	1	1	1	-	1		1	1
Control Point 1 (Baguio Country Club Village)	2	2	2	1	1		1	1
Control Point 2 (Kadaklan Village)	1	1	1	1			1	1
Lucnab Ranger Station	1	1	1	1			1	1
Happy Hallow Ranger Station	1	1	2	1	1		1	1
Patrol Team 1-W (Baguio Country Club Village and Lucnab)	3	3	2	1	1		1	1
Patrol Team 2 (Happy Hallow)	3	3	2	1	2		1	1
Patrol Team 3 (Loakan Apugan)	2	2		1	1		1	1
Western Sector								
Security Inspector	1	1	1	-	1		1	1
Shift-in-Charge	1	1	1	-	1		1	1
Control Point 3 (Loakan Pidawan)	2	2	2	1	1		1	1
Control Point 4 (Greenwater Village)	2	2	2	1	1		1	1
Control Point 5 (Loakan Liwanag Purok 1)	2	2	2	1	1		1	1

Upper Dagsian Ranger Station	2	2	2	1	1		1	1
Hillside Ranger Station	1	1	1	1	1		1	1
Camp 6 Ranger Station	1	1	1	1	1		1	1
JHMC Warehouse	1	1	1	1	-		1	1
Patrol Team 1-E (Greenwater, Escolastica, Hillside and Scout Barrio)	2	2		1	1		1	1
Patrol Team 2-E (Loakan Proper and Loakan Liwanag)	3	3	2	1	2		1	1
Patrol Team 3-E (Camp 6 and Camp 7)	2	2		1	2		1	1
SUBTOTAL	37	37	31					
TOTAL	105			17	24	2	23	23

Note: All Handheld radios must be equipped with earpiece.

EQUIPMENT REQUIREMENTS:

Basic Equipment:

The following shall comprise of the Basic Equipment of a security guard which shall be made mandatory and ready for his/her use while performing post, conduction, armored service duties and the like:

11. Prescribed Basic Uniform
12. Nightstick/baton
13. Whistle
14. Timepiece (synchronized)
15. Writing pen
16. Notebook and duty checklist (electronic or not)
17. Flashlight
18. First Aid Kit
19. Hand Cuff
20. Service Firearms (as required in Annex “B”)

The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.

Security Guards shall be responsible for inspecting the operability of basic equipment issued to them, and be responsible for keeping themselves acquainted with the proper use of the equipment.

Other required equipment:

Apart from the mandatory basic equipment, other equipment shall be issued to the security guard as determined necessary following the contract requirement. The SA shall ensure that that the security guard shall have acquired the prior training/knowledge on the proper use of the same but not limited to the following:

ITEMS	PCS. /UNIT
Pick-up, 4x4, 2010 model or higher with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera	1 Unit (New or in good running condition)
Six Wheeler Elf Truck with appropriate security apparatus and markings for both JHMC and SA, with dashboard camera	1 unit (New or in good running condition)
150cc Off-road Motorcycle (XR), 2016 model or higher with appropriate security apparatus and markings for both Client and Agency	8 Units
Desktop Computer (NEW)	2 Units
Printer (Colored)	1 Unit
Portable WI-FI	1 Unit
Mobile Phone	1 Unit
Camcorder (NEW)	1 Unit

Night Vision Goggles	5 Units
Binoculars	5 Units
Base Radio	1 Unit
Handheld Metal Detectors (NEW)	5 Units
Traffic reflective vests with appropriate markings for JHMC and SA	One piece per guard
Wet-cell Battery for Base Radio	2 Units
Megaphone with appropriate accessories and spare batteries	2 units
Aluminum Folding Stretcher (NEW)	2 Units
Emergency Spine Board with Safety Straps (NEW)	2 Units
Universal Head Immobilizer (NEW)	1 Unit
Universal Rolled Splint (NEW)	3 Pcs.
Wheelchair (NEW)	2 Units
Waterproof Dual Halogen Floodlight (NEW, 5X500 WATTS)	2 Units
Waterproof Search Light (4,500,000 CANDLE POWER, NEW)	7 Units
Safety Hats (NEW, ANSI APPROVED)	15 Pcs.
Harness with complete accessories	2 sets
Aqualine Floating Kermantile Rope w/Throw Bag (NEW, 10.5mm X 30m)	2 Units
Traffic cones	20 pcs
Fire Extinguisher	10 units

Electronic and/or communication devices requiring registration under the jurisdiction of other government agencies shall be complied with prior to issuance for use of the security guard.

Live units such as canine (dogs), shall require prior training confirmation and registration with the PNP before utilization by the SA purposely to ensure truthful deployment.

ANNEX “D”

NO.	OFFENSES	PENALTIES
	<i>Non-compliance with any of the following duties and requirements:</i>	
1	Failure to secure all BCDA and JHMC properties against theft, robbery, sabotage, arson, acts of terrorism and all other crimes punishable by law due to negligence of SA’s guard	<ul style="list-style-type: none"> • Deduction of 15,000.00 as penalty per incident if SA is found liable, to be deducted from the SA’s billing.
2	Failure to secure, protect, and guard BCDA/JHMC officers, employees, and visitors from assault, harassment, threat, and intimidation.	<ul style="list-style-type: none"> • Deduction of 15,000.00 as penalty per incident if SA is found liable, to be deducted from the SA’s billing.
3	Prevent the intrusion of informal settlers or entry of materials for construction or renovation of structures without permit/s from JHMC.	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per incident, to be deducted from the SA’s billing.
4	Stop newly detected or ongoing construction activities without permit from JHMC, and effect immediate demolition or removal thereof without notice from JHMC.	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per structure, to be deducted from the SA’s billing.
5	Remove or demolish illegal structures in the AOR 1 within seventy-two (72) hours from written notification by JHMC.	<ul style="list-style-type: none"> • Cost of Removal/Demolition and deduction of 50,000.00 per structure for failure to remove or demolish the structure within 72 hours from receipt of notice, to be deducted from the SA’s billing.
6	Entry and exit of undocumented articles (local/imported) as provided in CAO 2-98 and other applicable rules and regulations inside the JHSEZ	<ul style="list-style-type: none"> • Deduction of 5,000.00 as penalty per incident, to be deducted from the SA’s billing.
7	Illegal cutting of trees:	<ul style="list-style-type: none"> • The following deductions shall be imposed upon the SA per illegally cut live pine tree: <ul style="list-style-type: none"> e) Less than 15 cm dbh: 5,000.00 f) 16-30 cm dbh: 10,000.00 g) 31-60 cm dbh: 20,000.00 h) More than 60 cm dbh: 30,000.00 • For other miscellaneous live tree species:

		<p>e) < 15 cm dbh: 1,000.00 f) 16-30 cm dbh: 3,000.00 g) 31-60 cm dbh: 8,000.00 h) >60 cm dbh: 13,000.00</p> <p>For DEAD/ROTTEN Pine trees: the following shall be deducted:</p> <p>e) <15 cm dbh: 1,000.00 f) 16-30 cm dbh: 2,000.00 g) 31-60 cm dbh: 4,000.00 h) >60 cm dbh: 6,000.00</p>
8	Failure to prevent damage/injury inflicted to LIVE PINE trees (e.g. chopping, girdling, etc.)	<p>e) <15 cm dbh: 3,000.00 per tree f) 16-30 cm dbh: 5,000.00 per tree g) 31-60 cm dbh: 8,000.00 per tree h) >60 cm dbh: 10,000.00 per tree</p>
9	Failure to show proof of actual daily foot patrolling activities where assigned.	<p>d) First offense to negligent guard: reprimand e) Second offense: five (5) days suspension f) Third offense: Termination of his employment from the Security provider and for replacement.</p>
10	Falsification of reports, Daily Time Record, payroll and other documents submitted to JHMC.	<ul style="list-style-type: none"> • Termination of Contract • Filing of civil case against the SA for the determination of its liabilities
11	Unauthorized disclosure of confidential information/document of JHMC by the SA or anybody among the deployed Security Officers or Guards.	
12	Posting of guard on straight Duty (3 consecutive duties)	Deduction of 1,000.00 from the billing of SA per guard posted on 3 consecutive details
13	Failure to provide the required number of firearms, vehicles and radio equipment at the start of the contract.	<ul style="list-style-type: none"> • 1st Offense: Notice of Compliance • 2nd Offense: P100 per day per item to be deducted from the billing of the SA • 3rd Offense: P500 per day per item to be deducted from the billing of the SA
14	Failure to provide the required number of other equipment at the start of the contract.	
15	Non-availability or un-serviceability of firearms, radio equipment and vehicles during the conduct of daily and random inspection.	

16	Un-manned and/or Under-manned Post	Deduction of P500.00 per day per post from the billing of the SA
17	Non-availability or un-serviceability of other equipment during the conduct of daily and random inspection.	Deduction of P500.00 per day per item from the billing of the SA
18	Failure to timely release/disbursement of salaries and benefits of security officers and guards.	Deduction of P20,000.00 per payroll period from the billing of the SA
19	Failure to provide to JHMC a quarterly proof of payment of wages and remittances of the deployed security personnel to government such as SSS, Philhealth, and Pag-Ibig.	Deduction of P5,000.00 per incident from the billing of the SA
20	Failure to provide free legal assistance (i.e. legal counsel and fees) to its deployed security officers or guards who are impleaded as accused or respondent to a case in the performance of their official functions	Deduction of P5,000.00 per incident from the billing of the SA
	SECURITY GUARDS	
21	Guard found sleeping on post	<ul style="list-style-type: none"> • Deduction of P300.00 per guard from the billing of the SA
22	Guard found under the influence of liquor or drinking liquor while on duty	<ul style="list-style-type: none"> • Suspension from duty based on the provisions of R.A 5487 • Following the due process, the SA must conduct immediate investigation and impose appropriate action against the erring guard.
23	Abandoning of Post by the Duty Guard	<ul style="list-style-type: none"> • Deduction of P500.00 per guard from the billing of SA.
24	Indiscriminate firing of weapon by the guard	<ul style="list-style-type: none"> • Outright termination of guard's duty with JHMC.
25	Guards found guilty of vandalism, theft and pilferage of company properties	<ul style="list-style-type: none"> • Following the due process, the SA must conduct immediate investigation and impose appropriate action against the erring guard.
26	Act of disrespect and other forms of discourtesies committed by the guards against JHMC/BCDA officials and employees and visitors	<ul style="list-style-type: none"> • Deduction of P1,000.00 per guard from the billing of SA.
27	Guards found in possession of prohibited drugs or are found positive of the same	
28	Guards involved in gambling inside BCDA/JHMC premises	

PERFORMANCE EVALUATION JHMC SECURITY SERVICE PROVIDER

Period Covered:
Date of Evaluation: _____

- I. Type of Evaluation:**
- Periodic
 Renewal
 Others

II. Name of Security Agency :

III. Address of Security Agency :

PERFORMANCE CRITERIA	REMARKS	RATING
A. Operational Proficiency (60%)		
1. Manner of Deployment (Punctuality and Completeness of Guard Detail)		
2. Anti-squatting operations – Violations resolved in AOR (Demolitions, confiscation of materials, and tools, etc.) e. No. of illegal structures demolished and confiscated materials and tools used f. No. of violators of PD 705 and EO 23 apprehended g. No. of illegally cut trees recovered or confiscated h. No. of articles apprehended and confiscated		
3. Suppression of Forest fires (Number of fires suppressed, prevented) c. No. of Forest Fires prevented d. No. of Forest Fires responded to b1. Reasonable time b2. Unreasonable time		
4. Response to other threats and unusual incidents c. Neighborhood assistance d. Crime prevention operations		
5. Experience and training of Personnel		

<p>d. Experience of personnel in the security service</p> <ul style="list-style-type: none"> • 5 years and above • 4 years • 3 years • 2 years • First deployment to 1 year <p>e. Basic security officers/guards training/equivalent</p> <p>f. Specialized training</p> <ul style="list-style-type: none"> • Bomb Detection and identification • VIP Protection/Security • Fire prevention/fighting • First Aid/Basic Life support • Disaster relief/Rescue operations 		
<p>6. Status of Firearms / Vehicles / Radios / CCTV</p>		
<p>7. Innovations introduced to improve security operations</p>		
<p>8. Security Plans/Operations</p> <p>d. Security Plan</p> <p>e. Contingency Plan</p> <p>f. Situation Map</p>	<p>b.</p>	
Subtotal		
<p>B. Guard Proficiency / Performance (30%)</p>		
<p>1. Knowledge of Duties and Functions</p> <p>g. 11 General Orders</p> <p>h. Code of Ethics</p> <p>i. Code of Conduct</p> <p>j. Specific Post Duties and Responsibilities</p> <p>k. Client product</p> <p>l. Customer service</p>		
<p>2. Neatness / Physical Appearance</p> <p>d. Completeness of Uniform and Paraphernalia</p> <p>e. Proper grooming and hygiene</p>		

f. Duty shoes		
3. Conduct and Discipline		
4. Physical Fitness c. Type of PT conducted d. Frequency		
5. Mastery of his Area of Responsibility (AOR)		
6. Skills Proficiency (Marksmanship, Report writing / Recording information, Intelligence and Investigation) d. Gun Safety and Handling e. Report writing f. Information and description gathering		
Subtotal		
C. Administration (10%)		
4. Number of personnel deployed c. As required by the Contract d. Authorized relievers		
5. Compliance with government institution requirements (deductions and remittances) f. SSS g. Philhealth h. Income Tax i. Performance Bond j. Wage Bond		
6. Submission of Reports h. Spot/Incident/Investigation Report i. Accomplishment Report j. Daily Attendance Report k. Daily Situation and Operations Report l. Roster of Personnel m. Disposition of Guards n. Other reports required by JHMC/SSD		

4. Administrative Control and Supervision/ Disposition of offense (Conduct, Order, and Discipline)		
7. Supply Management c. Office supplies d. Support gear (Raincoats, Duty shoes, Uniforms, Paraphernalia, FA Kits and Contents, Flashlights, Duty Belt, Headgear)		
8. Training conducted aside from the schedule stated in the Security Contract.		
7. Morale of Guards (Payment of salary, SSS, Phil Health, Insurance, Uniforms)		
8. Client Relations		
9. Equipment as per required by Contract e. Communication f. Firearms g. Transportation h. Other requirement		
10. Armory a. Steel Cabinet b. Prescribe Lock		
11. Detachment Headquarters a. Cleanliness b. Communications room c. Bulletin board <ul style="list-style-type: none"> • General orders • Guard details • Other related publications 		
Subtotal		

Rating:

B. Operational Proficiency (60%)	=
B. Guard Proficiency / Performance (10%)	=
C. Administrative Efficiency (30%)	=
Total	=

Observations / Comments:

Recommendations:

AGENCY REPRESENTATIVE COMMENTS: