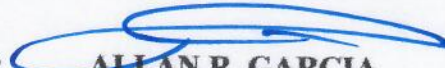
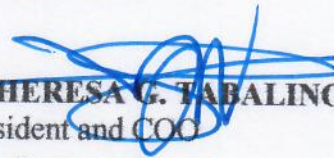
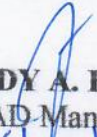
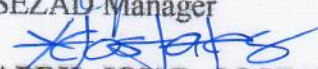
	JOHN HAY MANAGEMENT CORPORATION	Document Code	JHMC-Corp Plan-Form 01
	COMPLETE STAFF WORK	Revision Number	0
	INTERNAL FORM	Page Number	1
		Effectivity Date	23 November 2015

FOR :  **ALLAN R. GARCIA**
President and CEO

THRU :  **JANE THERESA G. TABALINGCOS**
Vice President and COO

FROM :  **ZALDY A. BELLO**
SEZAD Manager

 **APRIL JOY B. COSTALES**
Business Center Assistant

DATE : 22 February 2021

SUBJECT : **Scope of Services for the Procurement of Solid Waste Collection and Disposal under CUSA for year 2021-2022.**

*Received for
OUPCOO
Feb. 23, 2021*

I. BACKGROUND

John Hay Management Corporation (JHMC) as the implementing arm of the Bases Conversion and Development Authority (BCDA), is responsible for providing basic services such as solid waste collection and disposal to locators'/business enterprises in the John Hay Special Economic Zone (JHSEZ) that entered into lease agreements with BCDA/JHMC.

Business Center under the Special Economic Zone Administration Department (SEZAD) of JHMC is in need of an independent service provider who possesses necessary machinery and manpower to undertake the collection, transport and disposal of solid wastes within the area and surroundings of the said locators'/business enterprises.

This scope of services adopts salient and applicable provisions stipulated in Republic Act 9003 or otherwise known as the Ecological Solid Waste Management Act of 2000.

As of year 2020, there are seven (7) main locators with direct long-term Lease Contract with BCDA/JHMC namely: Inbound Pacific Inc. (*Mile Hi Center*), Cantinetta, Rustans Coffee Corporation (*Starbucks 661*), SC Reservations Inc. (*IHG*) and Tree Top Adventure Philippines Inc., Reviving Tradition Foods and Trading Corporation (RTFTC) - Chocolate De Batirol and Academia De Sophia International Inc., who receives the services primarily on the collection and disposal of solid waste in exchange of the CUSA fee they are paying to JHMC/ BCDA.

Whereas, the Bids and Awards Committee recommending award to McBeans Junk Shop, having the lowest calculated and responsive bid for the procurement of services for the hauling, transport and disposal of solid waste under CUSA and in the latter was approved by the Board of Directors on 05 May 2020 under JHMC Board Resolution No. 2020-0505-067 having an effectivity date from 06 May 2020 to 05 May 2021. (*Annex A*)

Likewise, on 07 January 2021 and 22 February 2021, the JHMC's Business Development Department transmitted (through e-mail) the Long Term Lease Contract of FILINVEST Consortium (FILINVEST Hospitality Corporation – FHC) to the Special Economic Zone Administration Department (SEZAD) and requested to include the above-stated locator to receive the CUSA Services in exchange of the CUSA Fee they pay to JHMC/BCDA.

Furthermore, the SEZAD/Business Center aims to process the procurement of services ahead of time for CY 2021 to prevent having issues regarding the services provided to locators with direct Lease Contract with BCDA/JHMC.

II. SCOPE OF SERVICES

A. General Objectives

The overall objective of this undertaking is the collection and hauling of solid waste generated within the Inbound Pacific Inc. (*Mile Hi Center*), Cantinetta, Rustans Coffee Corporation (*Starbucks 661*), SC Reservations Inc. (*IHG*), Tree Top Adventure Philippines Inc., Reviving Tradition Foods and Trading Corporation (RTFTC) - Chocolate De Batirol and FILINVEST Consortium (FILINVEST Hospitality Corporation – FHC), and disposing the same to authorized disposal sites in accordance with the stipulations of Republic act 9003 or the Ecological Solid Waste Management Act of 2000 and its Implementing Rules and Regulations.

JHMC seeks to procure an independent service provider / contractor (referred to as the “**Winning Bidder**”) to:

- a. Collect and haul solid wastes at Inbound Pacific Inc. (*Mile Hi Center*), Cantinetta, Rustans Coffee Corporation (*Starbucks 661*), SC Reservations Inc. (*IHG*), Tree Top Adventure Philippines Inc., Reviving Tradition Foods and Trading Corporation (RTFTC) - Chocolate De Batirol and FILINVEST Consortium (FILINVEST Hospitality Corporation – FHC), on a daily basis from 10:00 PM onwards but not later than 12:00 MN.
- b. Collect and haul solid wastes as the need arises when a larger volume of solid wastes are accumulated upon request by JHMC.
- c. Dispose hauled and collected solid waste to authorize disposal sites in accordance with RA 9003 / Ecological Solid Waste Management Act of 2000 and its Implementing Rules and Regulations.
- d. Submit monthly proof or evidence of disposal to authorize disposal sites (tipping fees, receipts, among others).

B. Duration of Contract

The Contract shall be from **06 May 2021 to 05 May 2022** effective upon signing of the Contract.

C. Extension of Contract

The contract shall be automatically extended on a monthly basis without need of executing an Extension Contract, in cases when procuring entity (JHMC) has not completed the procurement activities required due to circumstances beyond its control.

A.

The Contract may be extended until the new contract is awarded to the new service provider / contractor subject to limitations provided by the Government Procurement Policy Board Resolution No: 03-007 entitled “*Approving and Adopting the Revised Guidelines on the Extension of Contract for General Support Services.*”

D. Approved Budget

The JHMC approved budget for CY 2021 is amounting to **One Million Three Hundred Forty-eight Thousand Pesos (PHP 1,348,000.00) – GDS 61 of the approved APP for CY 2021**, which includes a Contingency Budget amounting to *Two Hundred Twenty-four Thousand Six Hundred Forty Pesos (PHP 224,640.00) or twenty percent (20%)* of the original approved budget adopted from CY 2020.

Procurable Amount for the months covering from 06 May 2021 to 05 May 2022

Coverage	Amount	Remarks / Computation
06 May 2021 to 05 May 2022	PHP 1,123,200.00	<ul style="list-style-type: none"> • <i>ABC for the hauling, transport and disposal of the solid waste from the seven (7) main locators with direct contract with BCDA/JHMC.</i>
Contingency Budget (20%)	PHP 224,640.00	<ul style="list-style-type: none"> • <i>Amount allotted for any future additional locator who shall be paying CUSA Fee to BCDA/JHMC.</i>
ABC	PHP 1,123,200.00	06 May 2021 to 05 May 2022

E. Manner of Payment

The Winning Bidder shall bill JHMC monthly for services rendered in the amount stated in the bid price duly accepted by JHMC. Billing shall be submitted not later than the 5th day of the ensuing month reckoned from the last date of each month.

JHMC shall pay the Winning Bidder within 10 working days from the receipt of all documents required by JHMC for payment, including but not limited to the Statement of Account and other supporting documents that may be required. A Detailed Report of Solid Waste Collection for each payment period indicating therein the volume of waste collected shall be attached to the billing.

F. Responsibility of the Parties

A. JHMC shall

A1. Provide Trash Bins

- A.1.1 Two (2) pieces sixty liters hard plastic with metal frame, with biodegradable and non-biodegradable label, black and yellow in color and with JHMC logo.
- A.1.2 Fifty gallons capacity hard plastic with cover, handle and wheel, green in color and with JHMC logo.

A2. Ensure payment of the Winning Bidder on time.

B. The Winning Bidder shall

- B1. Ensure the collection and hauling of solid wastes on a daily basis from 10:00 PM onwards but not later than 12:00 MN.**
- B2. Collect and haul solid wastes as the need arises or when a larger volume of solid wastes is accumulated without additional cost on the part of JHMC.**
- B3. Dispose hauled and collected solid wastes in authorize disposal sites in accordance with the standards set forth in RA 9003. "No dumping of solid wastes shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Winning Bidder shall at all times supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur".**
- B4. Provide vehicles, materials, manpower necessary in the conduct of solid wastes collection and disposal related tasks.**
- B5. Submit to JHMC a detailed report of solid waste collection and disposal within fifteen (15) days reckoned from the last day of each month for monitoring and performance evaluation and billing purposes.**
- B6. Report to JHMC Business Center any issues or concerns encountered during the collection and hauling.**
- B7. Provide the same services in other areas upon request by JHMC. JHMC shall provide additional funding for the purpose based on the volume of wastes generated in such events or circumstances.**
- B8. Submit monthly proof or evidence of disposal to acceptable disposal sites (tipping fees, receipts, among others).**
- B9. Faithfully observe and comply with all applicable rules and regulations inside the John Hay Special Economic Zone and that of JHMC.**

G. Other Conditions

- A1. The Winning Bidder shall enter into a contract with JHMC expressly stating therein that it is an independent service provider, possesses necessary machinery to perform all the obligations stated therein to conduct the business.**
- A2. Nothing herein shall be construed as establishing an employer – employee relationship between JHMC and the Winning Bidder and/or the latter's employee deployed for the collection and hauling. The winning Bidder shall be directly responsible for its personnel under its employ at all times.**



A3. *The Winning Bidder shall be bound to answer and/or indemnify JHMC for the cost of any damage to JHMC in the course of collection and hauling of solid waste.*

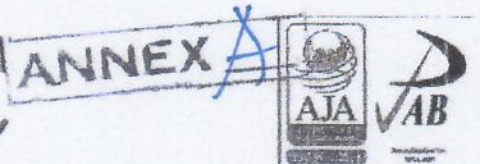
A4. *JHMC may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract upon written notice of JHMC.*

A5. *JHMC may enter into an agreement with the Winning Bidder where monthly fees and charges vary in consideration of the operation of the business enterprise (business type, industry, size and so on) as recipient of the existing CUSA Services within the JHSEZ or any possible circumstances in particular.*

H. Mode of Procurement

The mode of procurement for the hauling, transport and disposal of solid waste of locators paying CUSA for year 2021 - 2022 is **PUBLIC BIDDING.**

A.



SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc.
Baguio City)

I, **TEDDY ESTEBAN F. RIGOROSO**, of legal age, married, with office address at the Rigoroso Galindez and Rabino Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of JHMC, after having been duly sworn in accordance with law, hereby CERTIFY, that during the Referendum of the JHMC Board of Directors conducted on May 05, 2020, the following Board Resolution is hereby passed and approved by unanimous vote:

*John Hay Management Corporation
Board Resolution No. 2020-0505-067*

Resolve, as it is hereby resolved, that by unanimous vote in a Referendum conducted on May 05, 2020, the John Hay Management Corporation ("JHMC") Board of Directors hereby:

- 1) Approves the Contract of Services for Solid Waste Collection and Disposal for the Common Usage Service Area, as reviewed by the Office of the Government Corporate Counsel through its Contract Review No. 492, s. 2020 dated March 10, 2020;
- 2) Authorizes the JHMC President and Chief Executive Officer, Allan R. Garcia, to sign the said Contract for and on behalf of JHMC; and

Resolved, finally, that this Resolution shall take effect immediately on May 05, 2020 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

This certification is subject to the final approval of the Minutes of the June 01, 2020 JHMC Board meeting.

IN WITNESS WHEREOF, I have set my hand this JUN 11 2020 day of June 2020 in Baguio City

ATTY. TEDDY ESTEBAN F. RIGOROSO
Corporate Secretary

SUBSCRIBED AND SWORN TO before me this JUN 11 2020 day of June 2020 in Baguio City
affiant exhibiting to me his IBP Identification Card No. 42240.

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Book No.: 15
Series of 2020

ANTONETTE M. REYES
Notary Public for and in the City of Baguio
Until December 31, 2020
2F Security Bank Building, Abarao, Baguio City
PTR NO. 4430179, Baguio City-12/03/2019
ROLL NO. 56762-April 30, 2009
IBP No. 06251 (Lifetime)-April 14, 2009-O.R. 788002
Notarial Commission No. 12-NC-19-R:1/3/19