CONSULTANCY SERVICES CONTRACT

(Third-Party Certifying Body for the JHMC Continuous Certification to ISO 14001:2015)

THE PUBLIC IS INFORMED:

This Contract is executed between:

JOHN HAY MANAGEMENT CORPORATION ("JHMC"), a Philippine government-owned or controlled corporation holding office at John Hay Special Economic Zone, Baguio City, represented here by its President and Chief Executive Officer, ATTY. MARLO IGNACIO V. QUADRA, as confirmed by the attached authority (Annex "A");

-and-

MARISSA E. PAMBID, doing business under the name and style of W3-SOLUTIONZ TRAINING AND ASSESSMENT CENTER ("CERTIFYING BODY"), a sole proprietorship, with office address at Pabling Commercial Building, Bagain Street, Brgy. Sto. Cristo, Guimba, Nueva Ecija, represented here by her Attorney-in-Fact, PRINCESS G. RAMOS, as confirmed by the attached authority (Annex "B").

Both may be referred to individually as "Party" or collectively as "Parties".

ANTECEDENTS:

John Hay Management Corporation (JHMC), the operating and implementing arm of the Bases Conversion and Development Authority (BCDA), is the administrator and estate manager of the former John Hay Station known as Camp John Hay, by virtue of Executive Nos. 103, series of 1993 and 132, series of 2002.

JHMC is mandated to transform Camp John Hay into a sustainable tourism destination North of the Philippines, with innovative approaches to promote investments, improve employment opportunities and quality services while preserving the environment.

JHMC aligns itself with the policy of the state to promote sustainable development by encouraging the business or industrial sector to engage in environmental improvement activities and advance self- regulation and mandatory compliance with environmental standards.

The establishment of the Environmental Management System (EMS) will enable JHMC to reduce its environmental impacts and increase its operating efficiency, the framework thereof will aid JHMC to achieve its environmental goals through consistent review, evaluation, and improvement.

IHMC desires to maintain the Certification to the International Organization for Standardization (ISO) 14001:2015, thus, it is in need of a Certifying Body, licensed or duly accredited by either the ANSI-ASQ National Accreditation Board (ANAB), United Kingdom Accreditation Services (UKAS), International Accreditation Services (IAS), Philippine Accreditation Bureau (PAB) or other internationally accepted accreditation bodies for the ISO 14001:2015.

The services of the Certifying Body are of such magnitude and/or scope as would require a level of expertise or attention beyond the optimum in-house capability of JHMC.

Pursuant to the approved CY 2024 Annual Procurement Plan, the procurement for the consulting services for the *Third-Party Certifying Body for the JHMC Continuous Certification to ISO 14001:2015* (hereinafter known as "Consulting Services") to be resorted through Alternative Mode of Procurement - Small Value Procurement. The Approved Budget for the Contract (ABC) is Four Hundred Fifteen Thousand Pesos (PhP415,000.00).

JHMC advertised or posted the Request for Proposal (RFP) in the Philippine Government Electronic Procurement System (PhilGEPS) and JHMC websites, and at conspicuous place at JHMC's office for a period of at least three (3) calendar days in accordance with the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184. The RFP was likewise distributed to consultants of known qualifications.

After evaluation of the eligibility requirements and validation of the bid proposal of the lone bidder, the Bids and Awards Committee (BAC) declared W3-Solutionz Training and Assessment Center as the bidder with the Single Calculated and Responsive Bid in the amount of Two Hundred Ninety Thousand Pesos (PhP290,000.00).

On 18 June 2024, the President and CEO approved BAC Resolution 2024-110 recommending the award of the consulting services to the Certifying Body pursuant to Board Resolution No. 2024-0115-007 authorizing the PCEO to approve BAC Resolutions, on behalf of the Board of Directors for alternative methods of procurement with amounts of not more than Five Hundred Thousand Pesos (PhP500,000.00).

Moreover, pursuant to Board Resolution No. 2024-0115-007, the PCEO is authorized to approve and sign contracts for and on behalf of JHMC involving procurements under the Alternative Methods of Procurement with amounts of not more than Five Hundred Thousand Pesos (PhP500,000.00).

ACCORDINGLY, the Parties hereby mutually agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1. The **CERTIFYING BODY** shall undertake the following services, in accordance with the Terms of Reference (TOR) for this procurement:

Activities		Service/s Required	
Recertification Audit covering ISO 14001:2015	•	Prepare and submit Audit Plan not later than two (2) weeks prior to recertification audit;	
		Conduct Recertification Audit;	
		Prepare and submit an audit report detailing observations, opportunities for improvement (OFI) and any non-conformity (NC) to ISO 14001:2015 standards or on documented procedures after the completion of the on-site audit, or as agreed upon by the Parties. Evaluate JHMC's conformity with the requirements of ISO 14001:2015 as they relate to its compliance obligations and shall not grant certification until conformity can be demonstrated, taking into account the provisional of clauses in the standard.	

3. Issuance of ISO 14001:2015 Certificate of Registration and Registrations Schedule (Accreditation) valid for three (3) years	٠	Issue to JHMC the Certificate of Registration and Registration Schedule (Accreditation) within to (10) working days after the conduct of the Certification Audit.	
4. Conduct of two (2) Surveillance Audits (2025 and 2026)	٠	Prepare and submit an Audit Report detailing observations, opportunities for improvement (OFI) and any non-conformity (NC) to ISO 9001:2015 standards or on documented procedures within five (5) working days after the conduct of the on-site audit.	

- 1.2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
- a) Terms of Reference;
- b) Request for Expression of Interests;
- c) Bid Forms;
- d) Curriculum Vitae of the CERTIFYING BODY's Audit Team members;
- e) Certification of Accreditation
- f) BAC Resolution recommending award;
- g) Board Resolution approving the contract;
- h) Proof of posting of the Performance Security; and,
- i) Confidentiality Agreement (Annex "C").

ARTICLE 2 TERM

- 2.1. The Contract shall remain in force and effect for a period of three (3) years and effective until the full delivery of the requirements and acceptance by **JHMC**.
- 2.2. The Parties may extend the contract upon such terms and conditions as may be agreed upon at no additional cost to **JHMC**.

ARTICLE 3 CONTRACT PRICE AND PAYMENT TERMS

3.1. For services rendered, **JHMC** shall pay the **CERTIFYING BODY** the amount of Two Hundred Ninety Thousand Pesos (PhP290,000.00), inclusive of all applicable taxes, in accordance with the following schedule:

Activity	Output Required for the Payment	Percentage
Recertification Audit and Reporting	Certification Audit Report, Registration Schedule Issuance of Certificate of Registration to ISO 14001:2015 valid for three (3) years	40%

First Surveillance Audit and Reporting	First Surveillance Audit Report for ISO 14001:2015	30%
Second Surveillance Audit and Reporting	Second Surveillance Audit Report for ISO 14001:2015	30%

- 3.2. Any payment relative to the partial or full completion of this Contract shall be in accordance with government procurement and auditing regulations; and
- 3.3. The release of each payment tranche in accordance with the schedule of required activities/output shall be subject to **JHMC**'s acceptance, verification, and approval of the required submissions/completion of activities by the **CERTIFYING BODY**.

ARTICLE 4 OBLIGATIONS OF THE CERTIFYING BODY

The CERTIFYING BODY shall:

- Undertake the activities with the corresponding output in accordance with Section VII of the TOR
 that must be acceptable to JHMC's EMS Core Team Leader with the approval of PCEO and his
 authorized representative.
- 2. Organize an Audit Team that will conduct the Pre-assessment, Certification and or Surveillance audits, whichever is applicable, within the agreed timeframe;
- 3. Issue the Certificate of Registration and Registration Schedule (Accreditation) which is valid for three (3) years within twenty (20) calendar days after the commencement of the Certification Audit;
- 4. Conduct Surveillance Audits on the second (2nd) and third (3rd) year of the Certificate of Registration/ Registration Schedule;
- Assume all costs related to its assigned Audit Team members including the transportation, communication, and accommodation necessary to perform the services throughout the duration of the Contract;
- 6. Provide logistical needs of its auditors during the pre-assessment, certification and surveillance audits such as laptops, supplies, and reproduction of audit materials; and,
- Observe and comply with all JHMC rules and regulations, including environmental standards, policies and regulations.

ARTICLE 5 OBLIGATIONS OF THE JHMC

JHMC shall:

Designate a counterpart support team comprised of the members of the EMS Core Team of JHMC who will work closely with the CERTIFYING BODY regarding the technical and administrative requirements of the activities, including progress monitoring;

Provide logistical requirements during the pre-assessment, certification and surveillance audits
meeting venues, equipment (LCD projector, laptops, etc.), supplies, reproduction of audit materials
and meals and snacks, if necessary;

- 3. Provide location guides within areas to be audited that will form part of the establishment of **JHMC**'s conformance to the standard during the audit activities;
- 4. Ensure availability and participation of concerned staff during the conduct of the audits, and other activities necessary in the course of the audit process.

ARTICLE 6 PERFORMANCE SECURITY

6.1. This Contract shall not take effect until the **CERTIFYING BODY** has furnished and delivered to **JHMC** a "Performance Security" equal to a percentage of the total contract price as required under Section 39.2 of revised IRR of R.A. No. 9184, as follows:

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.	
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.	Consulting Services- Five Percent (5%)
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%)

- 6.2. The performance security shall remain valid until **JHMC** issues the Certificate of Acceptance, subject to the following conditions:
- a. JHMC has no claims filed against the CERTIFYING BODY; and/or
- b. There are no claims for labor and materials filed against the CERTIFYING BODY.
 - 6.3. It is understood that the Performance Security shall be forfeited in favor of **JHMC** in the event that the **CERTIFYING BODY** defaults in any of its obligations under the Contract.

ARTICLE 7 EMPLOYER-EMPLOYEE RELATIONSHIP

- 7.1. Nothing in this Contract shall create an employer-employee relationship between **JHMC** and the **CERTIFYING BODY** and/or its Audit Team members.
- 7.2. The **CERTIFYING BODY** is an independent contractor and shall have no authority to bind **JHMC** without its consent.
- 7.3. The CERTIFYING BODY shall render JHMC free and harmless from any other claims of the CERTIFYING BODY's employees arising from violations of labor laws and social legislation.

ARTICLE 8 CONFIDENTIALITY

- 8.1. The **CERTIFYING BODY** shall not disclose to a third party, any of the terms contained herein, any proprietary or confidential information. **JHMC**'s business or operation, reports or filings under this Contract, *except* for disclosures required under the laws, rules and regulations of the Philippines or pursuant to valid and enforceable orders of courts or other governmental agencies with jurisdiction over the subject matter of this Contract without prior written consent of **JHMC**. Attached as *Annex "C"* is a separate Confidentiality Agreement signed by the **CERTIFYING BODY**, which shall form an integral part of this Contract.
- 8.2. This provision shall survive the termination of this Contract.

ARTICLE 9 OWNERSHIP OF MATERIAL

All materials and work provided by the CERTIFYING BODY shall belong exclusively to the CERTIFYING BODY and shall not be used for any purpose other than the implementation of this Contract. Any use, reproduction, publication, sale or distribution of these materials and works shall be subject to the prior written consent of the CERTIFYING BODY and such terms as the CERTIFYING BODY shall require. Any original works created arising out of or in connection with this Contract shall belong to the CERTIFYING BODY, except where the original work uses any data or material belonging to JHMC, in which case, the work shall be owned jointly by both Parties, with each having royalty free non-exclusive and irrevocable license to use, publish, copy, reproduce or distribute the work for government purposes.

ARTICLE 10 LIABILITY

- 10.1. The **CERTIFYING BODY** shall not be liable to **JHMC** for loss or damage arising out of or in connection with the provision of services under this Contract unless due to the **CERTIFYING BODY**'s or its employees' gross negligence or breach of this Contract.
- 10.2. **JHMC** shall not be liable for any injury, illness or death sustained by the **CERTIFYING BODY**'s employees arising while in the performance of their duties and responsibilities in connection with this Contract.

ARTICLE 11 LIQUIDATED DAMAGES

In case of breach of contract, the **CERTIFYING BODY** shall pay **JHMC** liquidated damages in the amount equal to at least one-tenth (1/10) of one percent (1%) of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **JHMC** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available.

ARTICLE 12 INDEMNITY

Each of the Parties shall indemnify and hold the other free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the any of the Parties or their respective employees or representatives.

ARTICLE 13 WARRANTIES

All conditions and warranties, express or implied by law or otherwise, when applicable, shall be deemed incorporated into the Contract.

ARTICLE 14 FORCE MAJEURE

No Party shall be held liable to the other for the delay or non-performance of its obligations under this Contract arising from any cause or causes beyond its reasonable control such as but not limited to the following: (a) act of God, (b) government acts, (c) war, fire, flood, explosion or civil commotion or (d) other analogous circumstances.

ARTICLE 15 TERMINATION OF CONTRACT

The Parties may cause the termination of this Contract in accordance with the applicable provisions of R.A. No. 9184 and its 2016 revised IRR.

ARTICLE 16 DISPUTE RESOLUTION

Parties agree that any dispute, controversy or claim arising out of or relating to the implementation of this Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004" or the Arbitration Rules as at present in force. Parties may also resort to other alternative modes of dispute resolution as may be agreed upon. Should arbitration fail and either Party files a court action, the venue shall be in the appropriate courts of Baguio City, to the exclusion of all other courts.

ARTICLE 17 AMENDMENTS

Any amendment or modification of any provisions of this Contract shall be made in writing and approved by both Parties.

ARTICLE 18 ASSIGNMENT

The **CERTIFYING BODY** shall not assign this Contract or sub-contract the performance of any portion of it, without **JHMC**'s prior written consent.

ARTICLE 19 SEPARABILITY CLAUSE

If any part of this Contract is declared unenforceable or void, the rest of the Contract shall revertheless remain in full force and effect.

ARTICLE 20 NON-WAIVER OF RIGHTS

No failure, omission or delay of any Parties in the exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract

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shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

ARTICLE 21 BINDING EFFECT

This Contract shall be binding on the Parties as	nd their re	espective successors-in-interest.
SIGNED BY the Parties on	_ and	at Baguio City and
JOHN HAY MANAGEMENT under CORPORATION SOLUTIONZ AND ASSESSMENT CENTER	*	MARISSA E. PAMBID, doing business the name and style of W3- TRAINING
By:		By:
ATTY. MARLO IGNACIO V. QUADRA President and CEO		PRINCESS G. RAMOS Attorney-in-Fact
SIGNED IN TI	HE PRES	ENCE OF:
ENGR. EDITHA M. MEJIA Environment Manager JHMC	ELIZ	ZER C. BURNOT

Certified funds available:

BUR No. <u>02-2024-09-0852</u> CAF No. <u>CAF 24-09-152</u>

JOSEPHINE Q. TECAN
Accountant

Republic of the Philippines) Done in Baguio City) S.S.

BEFORE ME, a Notary Public in and for BAGUO CITY personally appeared:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE	
ATTY. MARLO IGNACIO V.	Driver's License No.	Until October 22, 2029	
QUADRA	110.		

ACKNOWLEDGEMENT

He is known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the signature he affixed confirms his own free act and the entity he represents.

This contract, consisting of ten (10) pages including this where the acknowledgments are stated, relates to the Consultancy Services Contract between JHMC and MARISSA E. PAMBID, doing business under the name and style of W3-SOLUTIONZ TRAINING AND ASSESSMENT CENTER, and represented by her Attorney-in-Fact. The Party and his witness signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on ____SEP 12 7024 at Baguio City, Philippines.

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Page No 98
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Series of 2024.

ATTY MARY ELLEN S. CABUHAT

Notary Public for and in Baguio City
Notarial Commission valid until 31 December 2025
IBP No. 407458; 01/08/2024
PTR No. 6181437: 01/12/2024
Roll of Attorneys No. 55866

MCLE Compliance No. VII-0004316 valid until 04/14/2025

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ACKNOWLEDGEMENT

Republic of the Philippines)

) S.S.

GUIMBA, NUEVA ECIJA

GUIMBA, NUEVA ECIJA

BEFORE ME, a Notary Public in and for

_, personally appeared:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE ISSUE	OF
PRINCESS G. RAMOS			

She is known to me to be the same person who executed the foregoing instrument and she acknowledged to me that the signature she affixed confirms her own free act and the entity she represents.

This contract, consisting of ten (10) pages including this where the acknowledgments are stated, relates to the Consultancy Services Contract between JHMC and MARISSA E. PAMBID, doing business under the name and style of W3-SOLUTIONZ TRAINING AND ASSESSMENT CENTER, and represented by her Attorney-in-Fact. The Party and her witness signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on

1 9 SEP 2024

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IBP No. 327992; December 13,20 PTB No. NE8816144; January 02,2024 Roll No. 65439 Compliance No. VII-0005242; August 06,2021





SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc. BAGUIO CITY:

I, TEDDY ESTEBAN F. RIGOROSO, of legal age, married, with office address in Rigoroso Galindez Rabino Laron & Maristela Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of the John Hay Management Corporation (JHMC), after having been duly sworn in accordance with law, hereby CERTIFY, that during the 247th Regular Meeting of the JHMC Board of Directors held on 15 January 2024 at Hotel Celeste, 02 San Lorenzo Drive corner A. Arnaiz Avenue, San Lorenzo Village, Makati City, where a quorum was present, upon motion made and duly seconded, the Board passed and approved the following resolution:

John Hay Management Corporation Board Resolution No. 2024-0115-007

Resolve, as it is hereby resolved, that the John Hay Management Corporation ("JHMC") Board of Directors hereby authorizes the JHMC President and Chief Executive Officer to approve and sign the following:

- Terms of Reference, Scope of Services, and Program of Works with contract amounts of not more than Five Hundred Thousand Pesos (₱500,000.00);
- Bids and Awards Committee ("BAC") Resolutions, on behalf of the Head of Procuring Entity ("HOPE"), for the alternative methods of procurement specified in the Annual Procurement Plan and with contract amounts of not more than Five Hundred Thousand Pesos (\$\mathbb{P}\$500,000.00);
- Contracts, for and on behalf of JHMC, involving procurements under Alternative Methods of Procurement with amounts not more than Five Hundred Thousand Pesos (P500,000.00); and

Resolved, finally, that this Resolution shall take effect immediately on 15 January 2024 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

FEB 1 5 2024

IN WITNESS WHEREOF, I have set my hand this ___ day of _____ 2024 in ___BAGUIO _CITY,

ATTY. TEDDY ESTEBAN F. RIGOROSO
Corporate Secretary

of the ORIC PY

By ANNA MARIAY GA OPEZ

Board Segretary

John Hay Special Economic Zone P.O. Box 1088, Baguio City 2600 Philippines

A member of The BCDA Group

Telefax: (+6374)444-5823 E-Mail: mgmt@jhmc.com.ph Website: www.jhmc.com.ph

"Catalyst for National Development through Good Corporate Governance"

Republic of the Philippines Office of the President



a member of The BCDA Group

day of EB 15 2024 in BAGUIO CITY SUBSCRIBED AND SWORN TO before me this affiant exhibiting to me his IBP Identification Card No. 42240.

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Motarial Commission N.A.-No/-NC-2/-R
My Commission Expres on December 31, 2024
Roll No. 63487; 05-08-14; Manil
MCLE COMPLIANCE No. VII-0010119; [2-15-22
PTR No. 6881954; 01-65-2924; Baquio City
IBP O.R. No. 389872-01-02-24; Baquio-Benguet Chapte

CERTIFIED TRUE COPY of the ORIGINAL COPY ANNA MARIA A. LOPEZ Board Secretary

John Hay Special Economic Zone P.O. Box 1088, Baguio City 2600 **Philippines**



Telefax: (+6374)444-5823 E-Mail: mgmt@jhmc.com.ph Website: www.jhmc.com.ph

"Catalyst for National Development through Good Corporate Governance"

SPECIAL POWER OF ATTORNEY (Bidder's Authorized Representative)

KNOW ALL MEN BY THESE PRESENTS:

- I, Marissa E. Pambid, of legal age, married and residing at 020 Casongsong, Guimba, Nueva Ecija, and proprietor of W3 Solutionz Training & Assessment Center with business address Pabling Commercial Building Bagain St. Brgy. Sto Cristo, Guimba. Nueva Ecija Philippines hereby constitute and appoint Princess G. Ramos, likewise of legal age, single, and residing at Brgy. Masalasa, Victoria, Tarlac City, to be my true and lawful attorney-in-fact, for me and in my name, place and stead, to do and perform the following acts:
 - To represent me in the bidding all through the contract review and signing for the Procurement of Third Party Certifying Body for the JHMC Continuous Certification to ISO 14001:2015 for the John Hay Management Corporation represented by W3 Solutionz Training & Assessment Center.
 - To sign, execute and deliver any and all documents which may be required for the bidding, including notice of award, contract/s and other documentation in case of award of the contract/s in favor of my above-mentioned firm; and
 - To perform any and every act whatsoever requisite, necessary or proper to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present and acting in person.

HEREBY RATIFYING AND CONFIRMING all that my said attorney-in-fact shall lawfully do and cause to be done under by virtue of these presents.

SEP IN WITNESS WHEREOF, I have hereunto set my hand on in the City/Municipality of GUIMBA, NUEVA CCUAPhilippines.

MARISSA E, PAMBID
Signature above Printed Name of proprietor

PRINCESS G. RAMOS

Signature above printed Name of Authorized Representative

SIGNED IN THE F

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES CITY / MUNICIPALITY OF WIMEA, NUEVE SCLA

BEFORE ME, a Notary for and in the above-stated locality, personally appeared on the following:

- 1. Marissa E. Pambid
- 2. Princess G. Ramos

Known to me and to me known to be the same persons who executed the foregoing instrument pages, including this page whereon the acknowledgement is written, and they acknowledge to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

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KAHEN ANNE S. RIODIQUE-PAJARILLO Notary Public

Public Notary Fusion
Adm Meller No. 2023-95 unit December 31 2625
18P No. 327992 Secember 13 2023
PTR No. NE8816144, January 92 2024
Roll No. 55439
MCLE Compliance No. VII-0006242, August 06 2081