

SERVICE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between

The OFFICE OF CIVIL DEFENSE REGIONAL OFFICE III, with office and the postal address at Diosdado Macapagal Government Center, Barangay Maimpis, City of San Fernando, Pampanga 2000 and herein represented by its Acting Regional Director, MARIA THERESA R ESCOLANO, MNSA, of legal age, Filipino, hereinafter known as the PROCURING ENTITY;

and

STELLAR 167 MANPOWER RECRUITMENT & SERVICES INC. with office and postal address at 3/F Carmen Bldg. Caruncho Avenue San Nicolas, Pasig City and herein represented by its Authorized Representative, Chief Operating Officer, MR. JAMES CHRISTOPHER VERANO of legal age, Filipino, hereinafter known as the SUPPLIER.

Witnessed

WHEREAS, in an effort to contain the spread of COVID-19 in the country, the Philippine Government issued Republic Act (R.A.) No. 11469, otherwise known as "Bayanihan To Heal as One Act". This law enables the government to set up temporary quarantine facilities to accommodate Overseas Filipino Workers (OFWs) coming from other highly infected countries, with the end-goal of containing the spread of the virus and allowing the hospitals to concentrate on more severe and critical patients;

WHEREAS, pursuant to the above, the Department of Health (DOH) issued a Department Memorandum No. 2020-0160 with the Subject Interim Guidelines on Management for the National Capital Region Mega Temporary Treatment and Monitoring Facilities (MTTMF) in the Philippine International Convention Center (PICC), World Trade Center (WTC), Rizal Memorial Coliseum (RMC) and Ninoy Aquino Stadium. Said guidelines outlines the management of the MTTMFs to include the Philippine Arena;

WHEREAS, the Office of Civil Defense Region 3 was tasked to provide logistical requirements for the National Temporary Quarantine Facility at the Philippine Arena, Bocaue, Bulacan;

WHEREAS, to ensure the continued, unhampered and efficient operations of the Philippine Arena as a quarantine facility, the Office of Civil Defense (OCD) needs to engage ancillary services to provide janitorial services to the said facility;

WHEREAS, there is a need to ensure that the Philippine Arena, as a quarantine site, is provided with top janitorial services;

WHEREAS, the PROCURING ENTITY procures the services of the SUPPLIER under Emergency Cases - Republic Act No. 11469 or the Bayanihan to Heal As One Act of GPPB Resolution No. 06-2020, Circular 01-2020 dated 6 April 2020;

Witness

Maria Theresa R. Escolano
DIR MARIA THERESA R ESCOLANO, MNSA
Acting Regional Director, Office of Civil Defense RCI II

Marie Jayne T. Cunanan
MS. MARIE JAYNE T CUNANAN
C. Chief, O.S. OCD3

James Christopher Verano
MR. JAMES CHRISTOPHER VERANO
Chief Operating Officer, Stellar 167 Manpower Recruitment Services Inc.

WHEREAS, the SUPPLIER agrees to serve the PROCURING ENTITY by providing JANITORIAL SERVICES AT THE NATIONAL TEMPORARY QUARANTINE FACILITY AT THE PHILIPPINE ARENA, CIUDAD DE VICTORIA, BOCAUE, BULACAN;

NOW, THEREFORE, for the terms and in consideration of the foregoing premises and the terms and conditions herein set forth, the PARTIES hereto agree as follows:

1. EFFECTIVITY AND DURATION OF AGREEMENT

1.1 The contract term shall be for a minimum period of 14 days but not to exceed 2 months or until the total contract price has been consummated. The contract shall take effect upon the issuance of Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed contract.

1.2 If the Service Agreement is not renewed after its expiration as per the date specified in Provision 1.1 above, the SUPPLIER reserved the right to either stop temporarily the service without prior notice to PROCURING ENTITY

1.3 Should the SUPPLIER opt to continue the performance of the contracted services, the PROCURING ENTITY shall, within three (3) working days, submit to SUPPLIER the signed Service Agreement otherwise, SUPPLIER shall cease its services until all aforementioned documentary requirements are complied.

1.4 The SUPPLIER shall provide janitorial services at Philippine Arena, Bocaue, Bulacan as mentioned in the attached Terms of Reference under Scope of Work on a scheduled time as advised by the PROCURING ENTITY.

2. PAYMENT'S TERMS AND CONDITIONS

2.1 The SUPPLIER shall be paid upon submission of accomplishment report, Billing Statement/Sales invoice indicating the actual number of work hours for each employee/staff and actual number of cleaning supplies consumed and other documentary requirements as may be necessary. The remaining payment shall be on a weekly basis upon submission of required documents stated above.

2.2 The SUPPLIER shall ensure and guarantee that the salaries and benefits of its personnel deployed in the identified quarantine sites are properly paid on time in accordance with the law.

2.3 The fee may change during the contract period caused solely by economic factors that would render the present price unviable and could only be implemented upon agreement by both parties.

3. DOCUMENTARY REQUIREMENTS

3.1 The SUPPLIER must comply with the following requirements/qualifications for Emergency Procurement:

- Current and valid Mayor's permit or Business Permit
- Income Tax Return
- Original Copy of Notarized Omnibus Sworn Statement; and

DIR MARIA THERESA R ESCOLANO, MNSA
Acting Regional Director, Office of Civil Defense RD III

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MS. MARIE JAYNE T CLUNANAN
C. Chief, OS, OCCD

MS

MR. JAMES CHRISTOPHER BRANO
Chief Operating Officer, 365 Air 167 Manpower
Recruitment & Services Inc.

[Signature]

Witness.

- Quotation/proposal for the service to be rendered

In case of recently expired Mayor's or Business Permit/Business Permit, the following are required:

- Official Receipt as proof of application and payment for the renewal of the permit, and
- An unnotarized Omnibus Sworn Statement (OSS) subject to submission of the Mayor's Permit and notarized OSS after award of contract but before payment.

3.2 The **SUPPLIER** must have proven capability and good track record in the janitorial industry for at least two (2) years:

4. SCOPE OF SERVICES AND OTHER SERVICE AGREEMENT PROVISIONS

4.1 The **SUPPLIER** shall provide janitorial services in all stations of the quarantine facility, hallways, the accommodation for the frontliners, walls, and comfort rooms at the COVID-19 Facility inside Ciudad de Victoria.

4.2 The **SUPPLIER** shall collect garbages from each rooms and put in the temporary holding area for immediate disposal.

4.3 The **SUPPLIER** must assign personnel in each of these areas as necessary:

Area	Description
Vicinity Cleaning and Garbage Preparation	Cleaning and Maintenance of surrounding area, such as parking lots, frontyard, backyard and perimeter area Responsible for Garbage or proper waste preparation
Cold Zone	Responsible for Cleaning the common areas away from the patients, medical areas such as: Billeting Areas of the Frontline Personnel
Hot Zone	Responsible for Cleaning the dangerous zones such as patients' individual rooms, Nurses Stations, Testing and Specimen Collection Facility, Donning and Doffing Area, Thage Area, Comfort and Shower Rooms, Utility Areas, etc.

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DIR MARIA THERESA R ESCOLANO, MNSA
 Acting Regional Director, Office of Civil Defense (RD II)

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MS. MARIE JAYNE T CUNANAN
 C. Chief, OS, CCD3

MR. JAMES CHRISTOPHER VERANO
 Chief Operations Officer, S-Billar 167 Marponwer & Services Inc.

Witness

Distribution of Comfort Rooms/ Toilet:

Tent	No of Shower Rooms	No of Comfort Rooms/ Toilet
Tent 1 (104 beds)	24	24
Tent 2 (104 beds)	24	10
Tent 3 (92 beds)	-	26
TOTAL	48	60

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DIR MARIA THERESA R ESCOLLANO, MNSA
 Acting Regional Director, Office of Civil Defense RO111

4.4 The **SUPPLIER** must be willing to extend services to other areas as may be determined by the **PROCURING ENTITY**

4.5 The **SUPPLIER** shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident or injury incurred in the line of duty except if personnel contracts COVID-19 or similar signs and symptoms.

4.6 The **SUPPLIER** shall provide supplies and equipment which includes, but are not limited to the following:

CLEANING MATERIALS	OTHER SUPPLIES
1. Liquid Bacterial Soap	1. Hand Washing Liquid Soap
2. Bleach Solution	2. Dish Washing Liquid
3. Cleanser, Scouring Powder, All Purpose Detergent	3. Disinfectant and Air Freshener
4. Brush	4. Outdoor Utility Containers
5. Toilet Bowl Cleaner	5. Garbage Bags
6. Plunger	6. Microfiber/ Ordinary Rug
7. Cleaning Gloves (Rubber)	7. Spray Gun Clear Bottle
8. Broom (Tingting and Tambo) and Dust Pan	
9. Mop	
10. Trolley Cart	

4.7 The **SUPPLIER** must also provide its janitorial personnel necessary PPEs such as face masks and gloves. However, proper PPEs shall be provided by the **PROCURING ENTITY** to the utility workers who may be exposed to a COVID-19 patient if deemed necessary.

Marie Jayne T. Cunanan
MS. MARIE JAYNE T CUNANAN
 C. Chief, OS, OGD

Mr. James Christopher Verano
MR. JAMES CHRISTOPHER VERANO
 Chief Operating Officer, Office 167 Manpower Recruitment & Training, Inc.

5. PRE-TERMINATION OF SERVICE AGREEMENT

5.1 In case either PARTY wishes to terminate this contract before the expiration therefore, a written notice must be served at least one (1) month prior to its termination date.

NOWHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and condition.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their Signature this _____ at _____, Philippines

Witness

OFFICE OF CIVIL DEFENSE RO III

Mhammond

DIR MARIA THERESA R ESCOLANO, MNSA
Acting Regional Director,
Procuring Entity

STELLAR 167 MANPOWER RECRUITMENT &
SERVICES INC.

MR. JAMES CHRISTOPHER VERANO
Chief Operating Officer
Supplier

WITNESSED BY:

Mhammond

MS. MARIE JAYNE T CUNANAN
Chief, OS, OCD3

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____ S.S

BEFORE ME, a Notary Public for and in the City of _____
personally appeared the following persons, presenting their respective evidence of identity,
to wit:

Name	Government I.D. No.	Date and Place Issued
DIR MARIA THERESA R ESCOLANO, MNSA		
MR. JAMES CHRISTOPHER VERANO		

And represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only five (5) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof

WITNESS MY HAND AND SEAL this _____ day of _____, 2020 at _____, Philippines

Doc. No. : _____
Page No. : _____
Book No. : _____

NOTARY PUBLIC