

CONSULTING SERVICES CONTRACT
(For a Third Party to Conduct the JHMC Customer Satisfaction Measurement for CY 2024)

THE PUBLIC IS INFORMED:

This **Contract** is executed between:

JOHN HAY MANAGEMENT CORPORATION (“JHMC”), a government-owned and controlled corporation holding office at John Hay Special Economic Zone, Baguio City, represented by its President and Chief Executive Officer (PCEO), **ALLAN RAZON GARCIA**, as confirmed by the attached authority (*Annex “A”*);

- and -

ASIAN CENTER OF EDUCATION, RESEARCH AND TUTELAGE FOR INNOVATION, INC. (“CONSULTANT”), with office address at Unit 3318 Admiral Baysuites, Aldecoa St., Barangay 701, Malate, Manila represented by its Executive Director, **MARK ANTHONY M. VELASCO**, as confirmed by the attached authority (*Annex “B”*).

Both may be referred to individually as “**Party**” or collectively as “**Parties**”.

ANTECEDENTS:

JHMC, a subsidiary of the Bases Conversion and Development Authority, is mandated to transform and develop Camp John Hay (CJH) into a sustainable premiere tourist and investment destination while protecting and conserving the environment.

JHMC as the estate manager of CJH is committed to provide excellent, efficient and responsive services towards total stakeholders’ satisfaction.

The Governance Commission for Government Owned or Controlled Corporations (GCG) issued Memorandum Circular (MC) No. 2012-07 or the Code of Corporate Governance directing Government-Owned-and-Controlled Corporations (GOCCs) such as JHMC to: i) Ensure integrity and honesty in dealings with customers and operate a highly effective and efficient organization, focused on meeting customer objectives with the aim of providing services which give fair value and consistent quality, reliability and safety in return for the price paid for the same; and ii) Operate policies of continuous improvement, of both processes and the skills of the staff, to take best advantage of advances in all aspect of society in order to ensure that it continues to add value to its customers’ businesses.

Additionally, Section 20 of RA No. 11032 or *Ease of Doing Business and Efficient Government Service Delivery Act of 2018* states that a feedback mechanism shall be established in all government agencies.

Section 3 (b), Rule IV of the Implementing Rules and Regulations (IRR) of RA No. 11032 also states that “All agencies shall embed feedback mechanisms and client satisfaction measurement in their process improvement efforts. The agency shall report to the Authority the results of the Client Satisfaction Survey for each service based on the guidelines to be issued by the Authority.

GOCCs are required to conduct an annual Customer Satisfaction Survey (CSS) as one of the performance indicators under the Performance Evaluation System (PES). The GCG prescribed an enhanced standard methodology which will govern the GOCCs in the

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MARK ANTHONY M. VELASCO

ALLAN R. GARCIA

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conduct of the annual CSS. The result of the customer satisfaction feedback is part of **JHMC**'s target in its CY 2024 Performance Scorecard vis-à-vis the agency's incentive system through the Performance-Based Bonus (PBB).

Moreover, MC No. 2019-002 of the Anti-Red Tape Authority (ARTA) requires the submission of the report on the Client Satisfaction Measurement on or before the last working day of January of every year.

ARTA issued MC No. 2022-05 or the *Guidelines on the Implementation of the Harmonized Client Satisfaction Measurement* since it has been difficult to measure and compare the service performance of various government agencies and the client satisfaction surveys were conducted through different methodologies. All government agencies covered by RA No. 11032 shall also submit a CSM Report duly approved by the Head of the Committee on Anti-Red Tape (CART) on or before the last working day of April the following year.

Thus, in compliance with the foregoing GCG and ARTA issued MCs, there is a need for **JHMC** to engage the services of third party consultant who is capable to administer, generate and interpret its Customer Satisfaction Measurement for CY 2024 considering that these tasks are of such magnitude and scope as would require a highly technical level of expertise, education, and relevant experience or attention which, at present, are beyond the optimum in-house capability of **JHMC** personnel.

The engagement of a consultant for this task is within the purview of "Consultancy Services" enumerated in Annex "B" of the 2016 revised IRR of RA No. 9184.

Thus, fully cognizant of its compliance obligations, **JHMC** included the procurement of consulting services for a Third Party to Conduct the JHMC Customer Satisfaction Measurement for CY 2024 (*hereinafter referred to as "Consulting Services"*) in the Annual Procurement Plan for CY 2024 with an Approved Budget for the Contract (ABC) of Five Hundred Fifty Thousand Pesos (PhP500,000.00) to be procured through Alternative Method -Small Value Procurement (SVP).

Accordingly, in accordance with the 2016 revised IRR of RA No. 9184 or the "Government Procurement Act", **JHMC** advertised the Request for Proposal (RFP) for the Consulting Services, for at least three (3) calendar days, in the PhilGEPS website and **JHMC** website, and distributed to consultants of known qualifications.

In response to the said advertisement, **JHMC** received two (2) proposals from an individual consultant Ms. Evelyn Aro-Esquejo and Asian Center of Education, Research, and Tutelage for Innovation, Inc.

After the evaluation and validation of the proposal submitted by the **CONSULTANT**, the **JHMC** BAC through BAC Resolution No. 2024-005 dated 24 January 2024 resolved to recommend to the President and CEO on behalf of the **JHMC** Board of Directors (BOD) as the Head of the Procuring Entity (HoPE), the award of the Contract to the **CONSULTANT** in the amount Four Hundred Ninety-Six Thousand Six Hundred Eighty Pesos and Seventy-Five Centavos (PhP496,680.75).

The President and CEO has approved the said award of the Consulting Services to the **CONSULTANT**. Additionally, he was also authorized to sign the Contract on behalf of **JHMC** pursuant to Board Resolution No. 2024-0115-007 dated 15 January 2024.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree to the following:

CHEENO MARICOR D. SAYUNO

MARK ANTHONY M. VELASCO

ALLAN R. GARCIA

LEA CHRISTINA MAGSAYAC

ARTICLE 1
SCOPE OF SERVICES

The **CONSULTANT** shall provide consulting services for the conduct of the Customer Satisfaction Measurement (CSM) for CY 2024 of **JHMC** comprising of the following activities with corresponding expected outputs:

<i>Activity</i>	<i>Document for Preparation and/or Submission</i>	<i>Due date</i>	<i>Percentage of Payment</i>
Identification of Eligible Respondents and Data Gathering	Survey Instrument Stimulus Materials	Not applicable	Not applicable
Training	Survey Instrument Stimulus Materials Training Manual Training Report	Not applicable	
Project Kick-off / Start-off	Survey Instrument Stimulus Materials Observation Report Clearing/Debriefing Report	Not applicable	Not applicable
Project Implementation	Supervision / Observation report Fieldwork Progress Report		
Back-checking and Spot-checking	Back-checking and Spot Checking Report of the Annual CSM Results	Not applicable	Not applicable
Data Processing	Spot Checking Report for Data Processing Data Quality Control Report		
Quarterly Reports	Submission of the Q1 2024 collated CSM responses, including responses for discussion and improvement purposes.	15 April 2024	20% of the total awarded contract price
Quarterly Reports	Submission of the Q2 2024 collated CSM responses, including responses for discussion and improvement purposes.	15 July 2024	20% of the total awarded contract price

(1)

 CHEENO MARLO D. SAYUNO


 MARK ANTHONY M. VELASCO


 ALLAN R. GARCIA


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Quarterly Reports	Submission of the Q3 2024 collated CSM responses, including responses for discussion and improvement purposes.	15 October 2024	20% of the total awarded contract price
Analysis	Final Report	31 January 2025	40% of the total awarded contract price

ARTICLE 2
TERM

2.1. The Contract shall become effective upon signing and shall remain in full force and effect upon the signing of the Contract until the full delivery of the requirements in accordance with the timetable stated in Article 1 and acceptance by **JHMC**.

2.2. Subject to the requirements of Article 19 (AMENDMENTS), the Contract may be extended upon such terms and conditions mutually agreed by the Parties and provided that no additional cost/s will be charged to **JHMC**.

ARTICLE 3
CONTRACT PRICE AND PAYMENT TERMS

3.1. The Consultancy Fee shall be **Four Hundred Ninety-Six Thousand Six Hundred Eighty Pesos and Seventy-Five Centavos (PhP496,680.75), inclusive of all applicable taxes**. All other miscellaneous expenses such as but not limited to transportation, accommodation, meals, etc., shall be for the account of the **CONSULTANT**.

3.2. The **CONSULTANT** shall be paid in tranches based on its outputs in accordance with the payment schedule stated in Article I subject to **JHMC**'s acceptance of the required Reports and expected outputs.

3.3. The release of the final payment shall be made within fifteen (15) working days upon acceptance and approval of the Final Report by **JHMC**.


3.4. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:

- a) The **CONSULTANT** shall pay taxes in full and on time and that failure to do so will entitle **JHMC** to suspend payment for any services delivered by the **CONSULTANT**.
- b) The **CONSULTANT** is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

ARTICLE 4
OBLIGATIONS OF THE CONSULTANT

4.1. Administer the Customer Satisfaction Measurement (CSM) survey for both internal and external services to **JHMC**'s identified stakeholders strictly in accordance with the ARTA MC No. 2022-05 dated 20 September 2022 and the GCG-ARTA Joint MC No. 1, series of 2023 dated 12 April 2023, ARTA MC No. 2023-05, series of 2023 dated 8 June


MARK ANTHONY M. VELASCO


ALLAN R. GARCIA


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2023, and the subsequent issuances by GCG and/or ARTA with respect to the conduct of the CSS/ CSM for 2024 in the GOCC Sector;

4.2. Generate the necessary data, interpret and analyze the same in accordance with the standards required by the GCG and ARTA in the conduct of the CSM survey;

4.3. Adhere to the deliverables and timeline. Any changes or modifications in the timeline shall be with the prior consent of JHMC;

4.4. Assume all related costs to its assigned CSM Team members, including their salaries, allowances, meals, field accommodations, transportation and/or logistical support, and other expenses necessary to perform the services throughout the duration of the contract.

4.5. Perform such other tasks that would be requested by **JHMC** in connection with the Consulting Services.

ARTICLE 5
COMPLIANCE WITH JHMC RULES AND REGULATIONS

5.1. The **CONSULTANT** and/or any of its associates, as may be applicable, shall faithfully observe and comply with all **JHMC** rules and regulations.

5.2. The **CONSULTANT** shall strictly comply with environmental standards, policies and regulations of **JHMC**, as may be applicable.

5.3. The **CONSULTANT** and/or any of its associates shall immediately report any loss of or damage to the properties of **JHMC** including those for which **JHMC** is responsible within its area of jurisdiction, sustained through accident, fault, negligence or force majeure.

ARTICLE 6
OBLIGATIONS OF JHMC

6.1. Work closely with the **CONSULTANT** regarding the technical and administrative requirements of the activities necessary to accomplish the objectives of the CSM survey;

6.2. Provide logistical requirements during the meetings, meeting venues, equipment (LCD projector, laptops, etc.), as may be necessary; and,

6.3. Provide location guides during the activities, if necessary.

ARTICLE 7
PERFORMANCE SECURITY

7.1. Upon execution of this Contract, the **CONSULTANT** shall furnish and deliver to **JHMC** a "Performance Security" equivalent to a percentage of the total contract price as required under Section 39.2 of the revised IRR of RA 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.	

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 MARK ANTHONY M. VELASCO


 ALLAN R. GARCIA


 LEACADIO BEN MAGALLANO

CHEENOMARLO D. SAYUNO

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.	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%)

MARK ANTHONY M. VELASCO

7.2. The Performance Security shall remain valid until **JHMC** issues the Certificate of Final Acceptance, subject to the following conditions:

- a) **JHMC** has no claims filed against the **CONSULTANT**; and/or
- b) There are no claims for labor and materials filed against the **CONSULTANT**.

7.3. It is understood that the Performance Security shall be forfeited in favor of **JHMC** in the event that the **CONSULTANT** defaults in any of its obligations under the Contract.

7.4. In case of a Surety Bond, the **CONSULTANT** shall ensure its validity for the duration of this Contract. The **CONSULTANT** shall undertake to renew the Surety Bond prior to expiration as may be necessary to guarantee the full and complete delivery of all outputs/deliverables in connection with this Contract.

ARTICLE 8
CONFIDENTIALITY

ALLAN R. GARCIA

The **CONSULTANT** 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 "B"* is a separate Confidentiality Agreement signed by the **CONSULTANT**, which shall form an integral part of this Contract. This Confidentiality clause, as well as the separate Confidentiality Agreement executed by the parties, shall survive the termination of this Contract.

ARTICLE 9
OWNERSHIP OF MATERIAL

All reports and related documents that will be generated by the **CONSULTANT** shall belong to and remain the property of **JHMC**.

ARTICLE 10
EMPLOYER-EMPLOYEE RELATIONSHIP

Nothing in this Contract shall create an employer-employee relationship between **JHMC** and the **CONSULTANT**. The **CONSULTANT** is an independent Contractor and shall have no authority to bind **JHMC** without its consent. The **CONSULTANT** shall render **JHMC** free and harmless from any other claims of the **CONSULTANT**'s employee's arising from violations of labor laws and social legislation.

LEON C. QUISOBEN-MAGCILLAO

ARTICLE 11
LIABILITY

The **CONSULTANT** shall not be liable to **JHMC** for any loss or damage arising out of or in connection with the provision of services under this Contract unless due to the **CONSULTANT**'s or its employees' gross negligence or breach of this Contract.

ARTICLE 12
CONTRACT DOCUMENTS

The following documents shall be attached, deemed to form, and be read and construed as an integral part of this Contract, to wit:

- a. Terms of Reference;
- b. Request for Proposal;
- c. BAC documents related to this Consultancy Services;
- d. Board Resolutions; and,
- e. Curriculum Vitae.

ARTICLE 13
LIQUIDATED DAMAGES

In case of breach of Contract, the **CONSULTANT** shall pay **JHMC** liquidated damages in the amount equal to at least one-tenth (1/10) of one percent (1% of the unperformed portion of the services 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 14
INDEMNITY

The **CONSULTANT** shall hold **JHMC** free and harmless from any claims of third parties arising from a negligent or otherwise wrongful act, or omission by the **CONSULTANT** or its employees or representatives.

ARTICLE 15
WARRANTIES

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

ARTICLE 16
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 17
TERMINATION OF CONTRACT

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

CHEENOCARLO D. SAYUNO

MARK ANTHONY N. VELASCO

ALLAN R. GARCIA

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ARTICLE 18
DISPUTE RESOLUTION

18.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

18.2 Any and all disputes arising from the implementation of this Contract that are not settled accordingly shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

18.3 The Parties may also resort to other alternative modes of dispute resolution. Any action arising from this Contract shall be brought exclusively before the appropriate courts of Baguio City to the exclusion of all other venues.

ARTICLE 19
AMENDMENTS

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

ARTICLE 20
ASSIGNMENT

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

ARTICLE 21
SEPARABILITY CLAUSE

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

ARTICLE 22
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 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 23
BINDING EFFECT

This Contract shall be binding on the Parties and their respective successors-in-interest.

SIGNED BY the Parties on _____ at Baguio City, Philippines.

**JOHN HAY MANAGEMENT
CORPORATION**

**ASIAN CENTER OF EDUCATION,
RESEARCH AND TUTELAGE FOR
INNOVATION, INC.**

CHEEN CARLO D. SAYUNO

MARK ANTHONY M. VELASCO

ALLAN R. GARCIA

LEON QUINTO BEN MARGULLA

By:




ALLAN RAZON GARCIA
President and CEO

By:



MARK ANTHONY M. VELASCO
Executive Director

SIGNED IN THE PRESENCE OF:



LEA C. QUISOBEN-MAGUILAO
Corporate Planning Manager, JHMC



CHEENO MARLO D. SAYUNO
Executive Director

Certified Availability of Funds:

BUR No. 02-2024-02-01321

CAF No. CAF24-02-027



JOSEPHINE Q. TECAN
Accountant, JHMC

ACKNOWLEDGEMENT

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

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

NAME	Competent Evidence of Identity	Validity
ALLAN R. GARCIA	LTO Driver's License N05-82-036118	Valid until 09/27/2028
MARK ANTHONY M. VELASCO	LTO Driver's License N26-10-020708	Valid until 11/02/2026

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.

This contract, consisting of ten (10) pages including this where the acknowledgement is stated, relates to the Consulting Services Contract for a Third Party to Conduct the Customer Satisfaction Measurement for CY 2024 between John Hay Management Corporation and Asian Center of Education, Research, and Tutelage for Innovation, Inc. The Party and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on MAR 07 2024 at Baguio City, Philippines.

Doc. No. 54
Page No. 12
Book No. xxx
Series of 2024.

Atty. **RANJAN KALYAN U. WANGET**
Notary Public for and in the City of Baguio
NA-163/NC-227R; Valid until 12/31/2024
Reg. No.: 73737; 06/20/2019
PTR No. 6835582(2024); 01/03/2024; Baguio City
BP No. 330146(2024); 22/18/2023
Rm. 205 & 304 Gamboa Building, 118 Session Rd., Baguio City
Mobile no.: 0956-974-4522


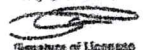
CHEENC MARLOD D. SAYUNO

MARK ANTHONY M. VELASCO

ALLAN R. GARCIA

LEA C. ROSALES-MAGUIBAY

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
PROFESSIONAL DRIVER'S LICENSE



 Signature of Licensee

Last Name, First Name, Middle Name
GARCIA, ALLAN RAZON

Nationality Sex Date of Birth Height Weight
 PHL M 1957/09 27 162 67.70

Address
**724 VALENZUELA ST. LOYOLA SUBDIVISION
 ANGELES CITY PAMPANGA**

License No. **N08-B2-036112** Expiration Date **2004/09/22** Agency Code **020**

Blood Type Eyes Color
 O+ BLACK

Restrictions
1,2,3 Conditions **NONE**

By: *[Signature]*
 Lt. CAROL GALVANTE
 Licensing Secretary



RESTRICTIONS:

1. MOTORCYCLES/MOTORIZED TRICYCLES
2. VEHICLE UP TO 4000 KG GVW
3. VEHICLE ABOVE 4000 KG GVW
4. AUTOMATIC CLUTCH UP TO 4000 GVW
5. AUTOMATIC CLUTCH ABOVE 4000 GVW
6. ARTICULATED VEHICLE 16000 KG GVW AND BELOW
7. ARTICULATED VEHICLE 16000 UP TO 40000 GVW
8. ARTICULATED VEHICLE 40000 ABOVE GVW

CONDITIONS:


1. NONE
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IN CEMETERIAL DONORSHIP:
 I WILL NOT DONATE ANY ORGAN
 IN CASE OF EMERGENCY NOTIF:
 MARIANNE GARCIA
 ADDRESS: LOYOLA SUBDIVISION, ANGELES CITY PAMPANGA
 TEL. NO. 09-4788000-0000

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE

DRIVER'S LICENSE



Last Name, First Name, Middle Name
VELASCO, MARK ANTHONY MANZON

Nationality Sex Date of Birth Weight (kg) Height (m)
 PHL M 1986/11/02 90 1.67

Address
1223 ASUNCION ST TONDO MANILA

License No. Expiration Date Agency Code
N26-10-020708 2026/11/02 N41

Blood Type Eye Color
AB+ BLACK


DL Codes Conditions
A,A1,B,B1,B2 NONE

Signature of Licensee *[Signature]*

EDGAR C. SALVANTE
 Assistant Secretary

REPUBLIKA NG PILIPINAS
 Republic of the Philippines
PAMBANSANG PAGKAKAKILANLAN
 Philippine Identification Card

8230-5137-6195-4974



Apelyido/Last Name
VELASCO

Mga Pangalan/Given Names
MARK ANTHONY

Gitnang Apelyido/Middle Name
MANZON

Paksa ng Kapanganakan/Date of Birth
NOVEMBER 02, 1986

Tirahan/Address
1223 ASUNCION ST, BARANGAY 45, CITY OF MANILA

PHL



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*

Resolved, 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:

- 1) Terms of Reference, Scope of Services, and Program of Works with amounts not more than Five Hundred Thousand Pesos (P500,000.00);
- 2) 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 amounts not more than Five Hundred Thousand Pesos (P500,000.00);
- 3) 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.

This certification is being issued subject to the final approval of the Minutes of the 15 January 2024 JHMC Board meeting.

IN WITNESS WHEREOF, I have set my hand this JAN 18, 2024 day of _____ 2024 in BAGUIO CITY

ATTY. **TEDDY ESTEBAN F. RIGOROSO**
Corporate Secretary

CERTIFIED TRUE COPY
of the ORIGINAL

By: McViv B. Bogait

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

A member of The **BCDA** Group

"Catalyst for National Development through Good Corporate Governance"

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

JHMC

JOHN HAY MANAGEMENT CORPORATION
a member of The BCDA Group



ISO 9001
ISO 14001

Certificate Numbers
SCP000466Q
SCUK004591E

SUBSCRIBED AND SWORN TO before me this JAN 18 2024 day of _____ 2024 in BAGUIO CITY
affiant exhibiting to me his IBP Identification Card No. 42240.

Doc No.: 474
Page No.: 95
Book No.: VIII
Series of 2024

(Handwritten signature)
GRAY S. LAMBIAC
Notary Public for Baguio City
Notarial Commission N.A. - 162-NC-22-R
My Commission Expires on December 31, 2024
Roll No. 63487, 05-08-14; Manila
MCLE COMPLIANCE No. VII-0010149; 2-15-23
PTR No. 6861954; 01-03-2024; Baguio City
IBP C.R. No. 389872, 01-02-24, Baguio-Benguet Chapter

CERTIFIED TRUE COPY
of the ORIGINAL

By: *(Signature)*
McVay B. Dagsit

REPUBLIC OF THE PHILIPPINES)
City of Baguio City) S.S

SECRETARY'S CERTIFICATE

I, **JULIET C. CAROLINO**, Filipino, of legal age, and with office address at UNIT 3318 ADMIRAL BAYSUITES, ALDECOA ST., BARANGAY 701, MALATE, MANILA, after having been duly sworn in accordance with law, hereby depose and state that-

1. I am the Corporate Secretary of Asian Center of Education, Research and Tutelage for Innovation, Inc. with brand name Asian Center of Education, Research, and Training for Innovation (ACERT), a corporation duly organized and existing under the laws of the Philippines with office address at Unit 3318 Admiral Baysuites, Aldecoa St., Barangay 701, Malate, Manila
2. As Corporate Secretary of the aforementioned corporation I have custody of its corporate records.
3. At a special meeting of the Board of Trustees of ACERT, Inc. held *27 January 2024* at the above-mentioned office address during which meeting the required quorum was met, the following resolution was passed and unanimously approved –


“RESOLVED that the company has decided to authorize MARK ANTHONY M. VELASCO to sign and submit all the necessary papers, letters, forms, or documents for the company in relation to the John Hay Management Corporation CY 2024 Client Satisfaction Measurement (CSM).

“RESOLVED FURTHER, giving and granting MARK ANTHONY M. VELASCO the full power and authority to do and perform every act and thing whatsoever requisite and necessary to be done including the receipt of consultancy fees, acquire original and copy of documents from JHMC, among others.

“RESOLVED FINALLY, that any and all resolutions of the Board conferring authority to sign, which are inconsistent with or contrary to the foregoing resolutions are hereby deemed modified and/or repealed.”

4. The aforementioned resolution passed and approved by the Board of Trustees remains in full force and effect and has not been superseded by any subsequent act of the Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set forth my hand this 5th day of February 2024.

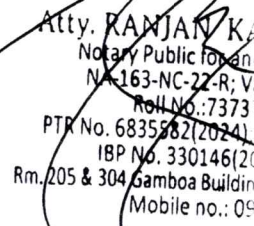

JULIET C. CAROLINO
Corporate Secretary

SUBSCRIBED AND SWORN to before me, a Notary Public in the City of Baguio City
with the affiant exhibiting to me her Philippine Passport Number P4104830B issued on
03 January 2020 at DFA Pampanga.

WITNESS MY HAND AND SEAL

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Book No. XV
Series of 2024.

Notary Public


Atty. **RANJAN KALYLL U. WANGET**
Notary Public for and in the City of **Baguio**
NA 163-NC-22-R; Valid until 12/31/2024
Roll No.: 73737; 06/20/2019
PTR No. 6835582(2024); 01/03/2024; Baguio City
IBP No. 330146(2024); 12/18/2023
Rm. 205 & 304 Gamboa Building, 118 Session Rd., Baguio City
Mobile no.: 0956-9744522