

## **SCOPE OF SERVICES**

### **SOLID WASTE COLLECTION SERVICES (VOA, BCDA COTTAGES, HISTORICAL CORE, JHMC OFFICES, CUSTOMS CLEARANCE AREA)**

#### **1. Background**

The rapid increase in the generation of solid wastes is a direct and inevitable result of continuous population and economic growth, urbanization, and progress, and is becoming a burgeoning problem at a national and local level. Baguio City and Camp John Hay are not exempted from this. Its solid waste problem has grown more intense through the years.

An effective collection and hauling service is a necessity for the basic reasons of preventing pollution and leaching of the liquified residue of solid wastes, reducing the spread of diseases, and protecting natural resources.

Within Camp John Hay, John Hay Management Corporation (JHMC) is responsible for waste collection in areas such as Voice of America (VOA), BCDA Cottages, Historical Core Area, JHMC Offices, and Customs Clearance Area (CCA). To ensure efficient waste management, a partnership with a professional contractor is needed to oversee waste management operations, encompassing proper solid waste collection, transportation, and proper disposal.

The impending closure of the Kalangitan Sanitary Landfill necessitates the urgent procurement and budget adjustment for a solid waste management collection and disposal contractor to mitigate the economic and environmental impacts associated with this transition. With an estimated 4,000 metric tons of waste processed daily, the closure threatens to precipitate a severe waste management crisis across Central and Northern Luzon, affecting millions of residents and numerous local government units (LGUs) that rely on this facility for waste disposal.

The shift to alternative landfills located farther from waste generators will likely result in increased transportation costs for JHMC, which necessitated the increase in the budget, as approved in the EMD request for budget realignment approved by the BOD in August 12, 2024. Additionally, the lack of immediate alternatives that meet environmental compliance standards raises concerns about potential impacts due to prolonged solid waste temporary storage, illegal dumping and public health risks, as improperly managed waste can lead to increased disease transmission and environmental degradation. Therefore, securing a reliable contractor is essential not only for maintaining operational continuity but also for ensuring compliance with health and environmental regulations during this critical transition period.

#### **2. Objective**

The overall objective of this agreement is the collection, hauling and proper disposal of solid wastes generated within VOA, BCDA Cottages, Historical Core, JHMC Offices and Customs Clearance Area in accordance with the stipulations of Republic Act 9003 or the Ecological Solid Waste Management Act of 2000, its Implementing Rules and Regulations and related issuances.

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

- 2.1 Collect and haul solid wastes at the VOA, BCDA Cottages, Historical Core, JHMC Offices, and Customs Clearance Area on a weekly basis.
- 2.2 Collect and haul solid wastes as the need arises when a larger volume of solid wastes are accumulated, without additional costs, upon request by JHMC.
- 2.3 Dispose of hauled and collected solid waste to authorized disposal sites in accordance with RA 9003 / Ecological Solid Waste Management Act of 2000, its Implementing Rules and Regulations, and related issuances.
- 2.4 Submit monthly proof or evidence of disposal to authorized disposal sites; i.e. tipping fees, and receipts, among others.

### **3. Duration of Contract**

The Contract shall be for a period of ONE (1) YEAR commencing from the date of contract signing, and **renewable annually for a maximum of three (3) years**, subject to the result of performance evaluation, exigency of service, availability of funds, and mutual agreement of both parties.

### **4. 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 15<sup>th</sup> day of the ensuing month* reckoned from the last date of each month, attaching all evidence of completion of the collection and disposal.

JHMC shall pay the Winning Bidder *within fifteen (15) working days from receipt of all the documents required* by JHMC for payment, including but not limited to the Billing Statement 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.

## 5. Responsibility of the Parties

### 5.1 JHMC shall

5.1.1 Provide trash bins

5.1.2 Ensure timely payment of the Winning Bidder upon submission of the following:

5.1.2.1 Request for billing;

5.1.2.2 Tipping fees or evidence of disposal to an EMB-Registered Disposal Facility (Engineered Sanitary Landfill) or Certificate of Disposal or any equivalent evidence of disposal to an Sanitary Landfill.

5.1.2.3 Weekly Solid Waste Collection Report

5.1.2.4 Other documents required by other government agencies.

### 5.2 The **Winning Bidder** shall

5.2.1 Ensure the collection and hauling of solid wastes on a weekly basis.

5.2.2 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.

5.2.3 Dispose of hauled and collected solid wastes in authorized disposal sites in accordance with the standards set forth in RA 9003. Section 48: 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.

5.2.4 Provide vehicles, equipment, materials, and manpower necessary for the conduct of solid waste collection and disposal-related tasks. The service provider shall designate adequate equipment and vehicles, such as, but not limited to, trucks, weighing scales, lifting devices, and compacting tools.

5.2.5 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.

5.2.6 Report to JHMC any issues or concerns encountered during collection and hauling.

5.2.7 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.

5.2.8 Submit monthly proof or evidence of disposal to acceptable disposal sites; i.e. tipping fees, receipts, among others.

5.2.9 Faithfully observe and comply with all applicable rules and regulations inside the John Hay Special Economic Zone (JHSEZ) and that of JHMC.

## 1. Other Conditions

6.1 The Winning Bidder shall enter into a contract with JHMC expressly stating therein that it is an independent service provider and that it possesses the necessary machinery to perform all the obligations stated therein to conduct the business.

6.2 Nothing herein shall be construed as establishing an employer-employee relationship between JHMC and the Winning Bidder and/or the latter's employees deployed for the collection and hauling. In case of minor to serious injury or damage to property in connection with performing its services, the service provider shall be responsible for its personnel and damages incurred, without additional expense on the part of JHMC. The Winning Bidder shall be directly responsible for its personnel under its employ at all times.

6.3 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.

6.4 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.

6.5 No increase of fee shall be made by the Winning Bidder within the specified duration of the contract.

## 7. Schedule of Activities

| <b>TASK / ACTIVITIES</b>   | <b>Solid Waste Collection Services Cyclical Schedule</b>   |
|--|--|
| Weekly Solid Waste Collection in JHMC Areas of Responsibility  | Every Monday morning   |
| Issuance of Billing, with complete attachments and proof of services completion (evidence of disposal to Sanitary Landfill, weekly SW Collection Report) | Every 15 <sup>th</sup> of the ensuing month  |
| Certification by JHMC EMD on the services provided   | Every 15th of the ensuing month  |
| Payment by JHMC  | 15 Days after the submission of complete documents   |
| Collection of solid wastes depending on events of JHMC   | As the need/event arises that warrants the collection of solid wastes from the covered areas of responsibility |

For your approval.