

Republic of the Philippines
Department of Education

REGION IV-A CALABARZON GATE 2. KARANGALAN VILLAG 1900 CAINTA, RIZAL



Office of the Regional Director

CONTRACT

THIS CONTRACT made and entered into this __AUG__0_4_2021__ day of ______ by and between:

DEPARTMENT OF EDUCATION REGION IV-A is a government entity created by law. Its office is located at Gate 2, Karangalan Drive, Cainta, Rizal, Philippines and herein represented by its Regional Director, FRANCIS CESAR B. BRINGAS, hereinafter referred to as the PROCURING ENTITY;

-and-

LIMITLESS-TECH SOLUTIONS, INC. represented herein by its Chief Operating Officer, **MICHAEL KENNETH M. MAULEON**, with office address at Unit 1602 16F, 139 Corporate Center, 139 Valero Street, Salcedo Village, Barangay Bel-Air, Makati Cit, herein after referred to as the **CONTRACTOR**.

WHEREAS, the DepEd Regional Office IV-A CALABARZON has undertaken procurement of INTERNET SERVICES FOR THE INTERNET FIBER OPTIC LINE CONNECTION IN NEAP MALVAR, BATANGAS from July 2021 to December 2021.

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule, that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to Alternative Modes of Procurement.

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Small Value Procurement as an Alternative Mode of Procurement subject however to the approval of the Head of the Procuring Entity.

"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"



Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: depedcalabarzon.ph

Document Inquiry: https://r4a-teadoc.com/inquire

Facebook: DepEd R-4A Calabarzon

WHEREAS, the Approved Budget for the Contract (ABC) or Budget Utilization Request and Status is ONE HUNDRED EIGHTY THOUSAND PESOS (Php180,000.00).

WHEREAS, the Request for Quotation was sent to the prospective supplier.

WHEREAS, after sending, only one (1) Supplier submitted its proposal; LIMITLESS-TECH SOLUTIONS, INC. in the amount of One Hundred Eighty Thousand Pesos (Php180,000.00). Thus, LIMITLESS-TECH SOLUTIONS, INC. was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, LIMITLESS-TECH SOLUTIONS, INC. complied with the requirements and declared as the Lowest Calculated and Responsive Bid;

WHEREAS, on June 29, 2021, the Bids and Awards Committee recommended to the Head of the Procuring Entity the award to LIMITLESS-TECH SOLUTIONS INC., to which the former approved.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1 RESPONSIBILITIES OF LIMITLESS-TECH SOLUTIONS INC

LIMITLESS-TECH SOLUTIONS INC shall perform the following;

- The SUPPLIER in the performance of its service shall secure and maintain at its own expense all registration, license or permits required by the National or Local Laws and shall comply with the rules, regulation, and directives of Regulatory Authorities and commission.
- Provide a Network Operations Center Service to monitor the network and facilitate customer support which is operational for 24 hours a day, 7 days a week;
- 3. Provide the requested Internet Services with the following Technical Specification:
 - a. 30 mbps dedicated fiber optic line connection
 - b. 98% 24/7 uptime
 - c. Back up fiber line
 - d. 24/7 Internet Monitoring and Feed backing to DepEd CALABARZON of the internet service provider

- 4. To outline the procedures for addressing technical support;
- 5. To undertake reliability of the service with competent/qualified and dedicated manpower to do the service as stated in the technical specification and the contract. It shall employ courteous and honest employees with proper identification card while working within the premises.
- 6. To provide a standard by which LIMITLESS-TECH SOLUTIONS INC's commitment to service availability level can be measured in terms of maintenance, fault reporting procedure and restoration of work of the Service provided by it;
- 7. To provide DepEd Region IV-A Calabarzon with a monthly statement of account.
- 8. In the event of outage, provide information during the event and reporting after the event;
- 9. Maintain the confidentiality of the information and data that will come to their end by reason of this is contract;
- 10. Exercise at least the same degree of care that it uses to protect its own data and confidential information from misuse and unauthorized access or disclosure;
- 11. Use appropriate safeguard to protect the embedded data and generated data from misuse and unauthorized access or disclosure including: (a) Maintaining adequate physical controls and passwords; (b) ensuring that data is not stored on any mobile or transmitted electronically unless encrypted; and (c) taking any other measures reasonably necessary to prevent any use or disclosure of the data other than as allowed under this agreement;
- 12. Not to attempt to identify any person whose information is contained in any data or attempt to contact those persons;
- 13. Promptly report to **DepEd** any unauthorized use or disclosure of data within 24 hours from knowledge of the unauthorized use or disclosure;
- 14. Cooperate with any remediation that the **DepEd**, in its discretion may determine necessary to address any applicable reporting requirement and mitigate the effect of such unauthorized use or disclosure of data including measures necessary to restore goodwill with stakeholders, including research subjects, collaborators,

governmental authorities and the public;

- 15. Not copy, decompile, modify, reverse engineer, or create derivative works out of any of the data;
- 16. Not release the names of individuals, or information that could be linked to an individual, nor will the recipient present the results of data analysis in any manner that would reveal the identity of individuals;
- 17. Not release the individual addresses, nor will the recipient present the results of the data analysis in any manner that would reveal individual addresses;
- 18. Not release any data from the system without consent of **DepEd**;
- Not share, publish or otherwise release any findings or conclusions derived from analysis of data obtained from the system without prior approval of **DepEd**;
- 20. Return data and any other property, information and documents including confidential information provided by **DepEd**;
- 21. Destroy all copies it made from the data and all other property information and documents including confidential information; and
- 22. Do such other acts to accomplish the responsibilities in this agreement.

SECTION 2 RIGHTS OF LIMITLLESS-TECH SOLUTIONS INC

LIMITLESS-TECH SOLUTIONS INC shall have the right to suspend the Network Service or any portion thereof, in case of unsettled monthly dues which will accumulate to two (2) months.

Upon such suspension, the service shall be deemed suspended and DepEd shall be liable for all charges and fees incurred up to and including the date of such suspension.

SECTION 3 RESPONSIBILITIES OF DEPED

DepEd shall perform the following:

1. Provide proper grounding facilities, power supply, UPS and proper grounding facilities;

- 2. Exercise due diligence in maintaining the internal wiring and sockets, including cleanliness and protection from pests and insects;
- Allow designated employees and representatives of LIMITLESS-TECH SOLUTIONS INC. to access the premises for purpose of conducting survey, installation, inspection, and maintenance or repair activities, when required.
- 4. Collaborate with the requirements for Planned Outages and Work that could potentially disrupt the services provided in Section 1;
- 5. Assign a point person who will be the official contact person of LIMITLESS-TECH SOLUTIONS INC.

SECTION 4 RIGHTS OF DEPED

DepEd may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

DepEd may also impose liquidated damages in accordance with Section 68 of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Such other rights provided by law may be exercised by DepEd.

SECTION 5 ACTIVATION OF SERVICE

LIMITLESS-TECH SOLUTIONS, INC. shall cause the installation of equipment and facilities of the Service within a period of five (5) days upon submission of DepEd Region IV-A Calabarzon of other documets as may be required by the Contractor.

SECTION 6 ASSIGNMENT

The Contractor shall neither assign, transfer, pledge, nor sub-contract any part or interest therein.

SECTION 7 TERMS OF CONTRACT

This Contract shall be in effect for a period of one (1) year beginning August 31, 2021 to August 31, 2022 unless sooner terminated by the parties in accordance with Annex "I" of 2016 Implementing Rules and Regulations of Republic Act 9184.

Besides the ground stipulated in Annex "I", this contract may be terminated due to network availability of 90% for three (3) consecutive months.

At least one month before the end of this contract, **DepEd** shall assess the performance of **LIMITLESS-TECH SOLUTIONS INC.** in accordance with the Guidelines of Water, Electricity, Telecommunications and Internet Service Providers. The contract shall be renewed if the results of said assessment or cost-benefit analysis continue to favor the existing ISP.

SECTION 8 OTHER TERMS OF CONTRACT

That in the event of an interruption in the Internet Service, the Procuring Entity will not be charged for the total number of hours the service was not used. The computation and the corresponding deduction shall be reflected in the Monthly Billing Statement of the Procuring Entity.

SECTION 9 VENUE OF ACTIONS

Actions arising from this contract shall be filed exclusively in Taytay, Rizal.

IN WITNESS WHEREO	F , the parties have hereby	affixed their respective
signature this day of	,atatat	Kas City .

DEPARTMENT OF EDUCATION CALABARZON

FRANCIS CESAR B. BRINGAS
Regional Director

LIMITLESS-TECH SOLUTIONS, INC.

MICHAEL KENNETH M. MAULEON
Chief Operating Officer

	SIGNED IN THE PRESENCE	OF:
Republic of the Philippin		
	A C K N O W L E D G M E	N T
BEFORE ME, this	AU6 0 4 2021 , personall	y appeared the parties:
Name	ID	Date and place of issue
FRANCIS CESAR B. BRI	INGAS 555 10 No. 4404-5276	-8205 - 3802
MICHAEL KENNETH MAULEON	M. OL HE NO-89-08659	<u> </u>
foregoing instrument a		persons who executed the that same is the free and respectively represent.
(exclusive of attachmer is written and signed by	nts), including this page on	consisting of (_) pages which this acknowledgment eir instrument witness on the
WITNESS MY HANI	D AND SEAL on the date a	nd place first above written.
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