



Committee on Public Transportation and Traffic Management
Committee on Information and Communication Technology
Committee on Rules and Privileges Laws and Ordinances

JOINT COMMITTEE HEARING REPORT NO. PTTM-008-2024

Office of the Sangguniang Panlungsod
Received by: Janet B. B...
Date: 28 OCT 2024
Time: 8:45 am

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES AS OPERATORS IN THE CITY OF BACOR, AND THE GLOBAL POSITIONING SYSTEM (GPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM. (PCR-675-2024 September 16, 2024)

This report resolves a city resolution authorizing the City Mayor to sign a service contract agreement among the City Government of Bacoor, the Land Transportation Franchising and Regulatory Board (LTFRB), the Cooperatives as operators in the City of Bacoor, and the Global Positioning System (GPS) provider for the implementation of the Public Utility Vehicle Service Contracting (PUVSC) Program.

FINDINGS:

The PUVSC aims to improve the efficiency, safety, and reliability of public transportation systems by fostering collaboration which LGUs, as mandated by GA 2024. Through this partnership, the transportation needs of the riding public can be effectively addressed; thereby ensuring high-quality transportation services to them.

It is not necessary for the City Government to take part in this program. The LGU of origin or the LGU of destination must participate in the LTFRB invitation. The original route from Paliparan to PITX is included here. Participation in the transport group's journey from Paliparan to PITX is mandatory for cooperatives or corporations. As of this trip, the LGU of Bacoor just serves as an intercity and not obliged to join or participate in this program.

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RECOMMENDATIONS:

After a thorough review of all the circumstances and statements from the resource persons, the Committee respectfully recommends that the Sangguniang Panlungsod to study further of the above subject matter duly seconded by all the members.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 28th day of October 2024 at the City of Bacoor, Cavite.

^{28th}
Committee on Public Transportation and Traffic Management

COUN. ROBERTO L. ADVINCULA
Chairman

COUN. ADRIELTO G. GAWARAN
Vice - Chairman
Member - Rules and Privileges, Laws and Ordinances

COUN. REYNALDO FABIAN
Member

COUN. MICHAEL SOLIS
Member

JOINT COMMITTEE REPORT NO. JTCM-009-2024

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PROPOSED: A RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO A SERVICE CONTRACT AGREEMENT WITH THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES ASSOCIATION IN THE CITY OF BACOR, AND THE CO-OPAL PROVISIONING SYSTEM (COPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING PROVIDER PROGRAM.





Committee on Information and Communication Technology



COUN. ROGELIO NOLASGO
Chairman


COUN. ALEJANDRO GUTIERREZ
Vice Chairman

Member – Rules and Privileges, Laws and Ordinances

Committee on Rules and Privileges Laws and Ordinances


COUN. REYNALDO PALABRICA
Chairman


COUN. LEVY TELA
Vice - Chairman

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PCR 675-2024 - A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES AS OPERATORS IN THE CITY OF BACOR, AND THE GLOBAL POSITIONING SYSTEM (GPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM.





Committee on Public Transportation and Traffic Management
Committee on Information and Communication Technology
Committee on Rules and Privileges Laws and Ordinances

MINUTES OF THE COMMITTEE HEARING
NO. PTTM-008-2024

Office of the Sangguniang Panlungsod
Received by: Janet P. Pineda
Date: 07 OCT 2024
Time: 9:00am

October 03, 2024/10:00am

MSBR Conference Room, 4th Flr., City of Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Government Center

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES AS OPERATORS IN THE CITY OF BACOR, AND THE GLOBAL POSITIONING SYSTEM (GPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM. (PCR-675-2024 September 16, 2024)

This report resolves a City Resolution authorizing the City Mayor to sign a service contract agreement among the City Government of Bacoor, the Land Transportation Franchising and Regulatory Board (LTFRB), the Cooperatives as operators in the City of Bacoor, and the Global Positioning System (GPS) provider for the implementation of the Public Utility Vehicle Service Contracting (PUVSC) Program.

Konsehal Roberto Advincula: Good morning po sa ating lahat recognized po natin ang ating mga kasama sa Committee Hearing. Vice Chairman Konsehal Adriel Gawaran, Konsehal Rey Fabian, Konsehal Alex Gutierrez, Konsehal Rogelio Nolasco, Konsehal Levy Tela, Atty. Marius Sumira from City Legal Office, Mr. Adel Udarbe from BTMD, Mr. Jose Paulo Oracion from E-Gov Office, Ms. Tina Silva from LTFRB. Salamat po sa presensya ngayong umaga. Magsimula na po tayo (binasa ang subject of the Committee Hearing) the floor is open.

Atty. Marius Sumira: Good morning po Mr. Chair, regarding po dito may pumasok kasi sa amin noon na MOA pre-identified na po si Transport Group. meron po bang transport group na na invite? Wala?

Ms. Tina Silva (LTFRB): Actually, we are representing cooperatives. We are Transport Cooperatives. Most probably magkakasama yan.

Atty. Marius Sumira: Ang transport group po na nakasama niyo pinasok sa amin po ay GTSMPC? Golden Transport. Ang naging legal opinion po ng office namin, kaya nagulat kami na naipasok po ulet dito sa inyo kasi doon palang po nakapaglabas na po kami ng legal opinion nung June 11, 2024 pa po. Ang sabi po namin doon sa legal opinion is ang required po sumali sa invitation ni LTFRB is LGU of origin or LGU of destination. Yong pinasok po sa amin na Transport Cooperatives ang biyahe po niya ay Paliparan to PITX so madadaan lang po talaga intercity. Hindi po tayo required talaga sumali dito. Meron lang po kasing set ng parang requirements qualification kung sino po pwede mag join. So base po sa legal opinion kung ang sasali po na Cooperative or Corporation po dito from the Transport Group ganun po ang biyahe

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Paliparan to PITX. hindi pa din po tayo applicable. Either dito galing po or bababaan po. Bago po sana po gusto ko lang po mai-raise po agad iyon.

Konsehal Rey Palabrica: May I Mr. Chair, itatanong ko lang po sana sa inyo Mr. Chair dito sa Draft Agreement may mga parties dito na minemention pero hindi specified puro black. Kung sa concern ni Atty. Marius ay may binabanggit siya na isang Transport Group baka pag ina prubahan natin itong black eh yon din naman pala yon. Eh may legal opinion sila. So detrimental of our part kaya gusto ko malaman Mr. Chair, sino itong specific group.

Konsehal Adriel Gawaran: Mr. Chair itatanong ko rin. Ang nag apply diyan ang Transport Group bakit wala siya. Dapat siya ang nandito para mag paliwanag at majustify nila kung ano yong programa nila dito. Kasi kung wala sila dito useless.

Konsehal Rey Palabrica: Mr. Chair, with all due respect Hon. Gawaran, ang tanong ko first ma identify so wala din naman maipapatawag si Mr. Chair, kaya tinatanong ko sating Chairman ng Transport Presiding Officer kung sino yong ano, kasi blangko lahat ito, iyon Mr. Chair gusto lang po malaman.

Mr. Ariola Nimrod (LTFRB): Good morning po, well yong nabanggit po ni Atty. Marius kanina hindi po siya under ng LTFRB Region 4A. Central Office po, iyan kasi touching Manila po. Ang sa amin is under lang po ng jurisdiction ng Region 4A which is pasok lang po Calabarzon po. Ngayon po nag chat na po ako kay Atty. Office ngayon po binabanggit po dito yong mga possible po na mag join sa atin na ruta na touching Bacoor city po. Unang una po is Gold Merd Philippines Transport Cooperative po. Indang Cavite Transport Service Cooperative, Indang Trece Service Cooperative, Citadrasca, Juanda Corporation, ZIDGTPTC, Kutras Cooperative, Alfes Transport po. Yaan na po yong mga possible na Cooperatives po na meron na ruta touching Bacoor City po.

Konsehal Rey Palabrica: Yan na ung sagot sa katanungan ko. Eto bang pinaguusapan natin exclusive for Transport Cooperatives. Kasi kung hindi Cooperatives halimbawa isang transport business corporation mag apply or sasali dito hindi pupwede? Kunyare may isang private transport corporation sasali dito hindi pwede? So only Transport Cooperatives specific modernization program ng Government.

Mr. Ariola Nimrod (LTFRB): Yes Sir, kasi yong program po is para po talaga sa operator at sa Transport Cooperatives po. Transport lang po talaga. Consolidated talaga. Bali ang approve po namin sumali talaga dito ngayon po sa ublic utility vehicle po ay jeep, multicab, modern jeep, uv po.

Ms. Marivic Soria: If I'm ask? Kasi di ba Sir meron kaming Federation within Bacoor, yong Federation kasi na yon group na yon of course ng Cooperatives. If they will be asking for a registration pwede sila mag join? Kasi maraming client ang routes Bacoor. Pero ang problema hindi sila kasama dyan sa binigay na listahan sa amin but technically we have Federation. Dito talaga na under Federation Transport Cooperatives. Pero wala sila dyan. Papaano kaya yon Sir eh route po talaga nila is Bacoor?

Mr. Ariola Nimrod (LTFRB): Once again good morning po, pag usapan po natin is service contract Phase 5 po bale ang kinuhaan po namin ng data is yong more on po ng phase 4 po kasi kung magkaka-changes man po doon siguro po minimal na lang po. Paguusapan po natin is general guidance program coverage issue participants responsibilities parties, tele requirements po payment scheme po. Last 2024 po ang buong pilipinas po 1.2B po and ang napabigay po sa ltfrb region 4a is 195M para po sa buong region 4a po.

Konsehal Roberto Advincula: Okay sige pag aaralan muna naming ng Committee.

Konsehal Alex Gutierrez: Mr. Chair, I moved to suspend this afternoon hearing.

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



After all the discussion and no other matters to be discussed the Presiding Officer adjourned the meeting at exactly 10:45am.

Prepared By:


EVELYN L. AMORA
Local Legislative Staff Assistant I

Attested By:


COUN. ROBERTO L. ADVINCULA
Chairman

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Address: Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046)417-0727
Website: www.bacoorcitysp.com



Cert. no. 24/181809

Committee on Public Transportation and Traffic Management
Committee on Information and Communication Technology
Committee on Rules and Privileges, Laws and Ordinances

PICTURES OF COMMITTEE HEARING

October 3, 2024 - PCR-675-2024 – MSBR Conference Room



Office of the Sangguniang Pambansod
Received by Janet B. Bina
Date 07 OCT 2024
Time 4:00 PM





Committee on Public Transportation and Traffic Management
Committee on Information and Communication Technology
Committee on Rules and Privileges, Laws and Ordinances

Office of the Sangguniang Panlungsod
Received by: [Signature]
Date: 11/7/2024
Time: 9:00am

ATTENDANCE OF COMMITTEE HEARING

October 03, 2024/10:00am

MSBR Conference Room, 4th Flr., City of Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Government Center

SUBJECT: REQUEST FROM THE OFFICE OF THE CITY MAYOR - A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES AS OPERATORS IN THE CITY OF BACOR, AND THE GLOBAL POSITIONING SYSTEM (GPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM. (PCR-675-2024 September 16, 2024)

| NAME | BUSINESS/OFFICE AFFILIATION | CONTACT NUMBER | SIGNATURE |
|------------------------|-----------------------------|----------------|-------------|
| ALEX F. GUTIERREZ | SP | 09178999948 | [Signature] |
| Jose Paulo Oracion |] EBN | 09219774716 | [Signature] |
| Narciso Nino Pagatunga | | 0953417354 | [Signature] |
| ADEL UGARBE | RTMD | | [Signature] |
| ARIOLA NIMROD | LTFRB | 09504464403 | [Signature] |
| SILVA TINA A. | LTFRB | | [Signature] |
| Custodio Rommel C | LTFRB | | [Signature] |
| BOB NOLASCO | SP | | [Signature] |
| LEVY TELA | SP | | [Signature] |
| ADRIEL GAWARAN | SP | | [Signature] |
| Kenneth Pohe | ODC | | [Signature] |
| MARILYN JONH | ODC | | [Signature] |
| MARILYN D. SUMILAN | ODC | | [Signature] |
| RY PALABRICA | SP | | [Signature] |
| RY FABIAN | SP | | [Signature] |
| | | | |
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ATTENDANCE OF COMMITTEE HEARING NO. PTTM-008-2024

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Committee on Public Transportation and Traffic Management
Committee on Information and Communication Technology
Committee on Rules and Privileges, Laws and Ordinances

NOTICE OF COMMITTEE HEARING

(PROOF OF RECEIPT)

Office of the Sangguniang Panlungsod
Received by: Janet P. Pring
Date: 10/1/24
Time: 9:30 am

October 3, 2024/10:00am

MSBR Conference Rm. 4th Flr. City of Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Government Center, Bayanan, City of Bacoor, Cavite

SUBJECT: REQUEST FROM THE OFFICE OF THE CITY MAYOR - A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A SERVICE CONTRACT AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD (LTFRB), THE COOPERATIVES AS OPERATORS IN THE CITY OF BACOR, AND THE GLOBAL POSITIONING SYSTEM (GPS) PROVIDER FOR THE IMPLEMENTATION OF THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM. (PCR-675-2024 September 16, 2024)

| NAME | BUSINESS/OFFICE AFFILIATION | CONTACT NUMBER | SIGNATURE/DATE |
|---------------------|-----------------------------|----------------|------------------------------|
| GINA G. RANISA | Office of Coun. Solis | | [Signature] 10/1/24 9:30 am |
| MARY PAULINA | Office of Coun. Gawaran | | [Signature] 10/1/24 10:00 am |
| MARY VITO | Office of Coun. Fabian | 09084128498 | [Signature] 10/1/24 10:27 AM |
| CATHY PALABRICA | Office of Coun. Palabrica | 09385929102 | [Signature] 10/1/24 9:33 am |
| BOBBY BY RAOVA | Office of Coun. Gutierrez | | 10/1/24 9:31 AM |
| FERRER SOLIMANA | Office of Coun. Tela | | 10/01/2024 2:55 pm |
| | E-Gov/MIS Office | 09988503945 | [Signature] 10/1/2024 |
| L. Eguipido | Legal Office | | [Signature] 10/1/24 |
| KATHLEEN SACRAMENTO | BTMD Office | 09150530444 | [Signature] 10-01-24 |
| | LTFRB | | |
| MELINDA DESTURA | Office of Coun. Nolasco | - | [Signature] 10-1-24 |
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NOTICE OF COMMITTEE HEARING NO. PTTM-008-2024

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Province of Cavite
CITY OF BACOR
Office of the City Mayor



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7 YEARS IN A ROW!
CGBCR-MO-02-F05.1
05/30/2024

ENDORSEMENT

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH S. [Signature]
DATE: 9/11/24 TIME: 10:20am
BACOR CITY, CAVITE

TO : HON. CATHERINE SARINO EVARISTO
Acting City Vice Mayor and Presiding Officer

THRU : ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary
OFFICE OF THE SANGGUNIANG PANLUNGSOD

SUBJECT : ENDORSEMENT AND REQUEST FOR DRAFTING OF CITY
RESOLUTION FOR THE SERVICE CONTRACT AGREEMENT UNDER
THE PUVSC PROGRAM

DATE : 10 September 2024

This is to respectfully endorse and request the drafting of a City Resolution to formalize the Service Contract Agreement between the Land Transportation Franchising and Regulatory Board (LTFRB), the Local Government Unit (LGU), the Operator, and the GPS Provider. This request is in line with Republic Act No. 11975, the General Appropriations Act, which mandates the Public Utility Vehicle Service Contracting (PUVSC) program.

Please proceed with drafting the City Resolution at your earliest convenience to ensure timely implementation of the PUVSC program.

Thank you for your continued support and cooperation.

Sincerely,


STRIKE B. REVILLA
City Mayor



Office of the Mayor
Strike B. Revilla



SBR20245753

Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



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Cert. no. 24/181809



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



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7 years in a row!
CGBCR-MO-02-F05.02
05/30/2024

ENDORSEMENT

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH S. [Signature]
DATE: 9/11/24 TIME: 10:20am
BACOOR CITY, CAVITE

TO : **HON. CATHERINE SARINO EVARISTO**
Acting City Vice Mayor and Presiding Officer

THRU : **ATTY. KHALID A. ATEGA JR.**
Sangguniang Panlungsod Secretary
OFFICE OF THE SANGGUNIANG PANLUNGSOD

SUBJECT : **ENDORSEMENT AND REQUEST FOR DRAFTING OF CITY
RESOLUTION FOR THE SERVICE CONTRACT AGREEMENT UNDER
THE PUVSC PROGRAM**

DATE : **10 September 2024**

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Please proceed with drafting the City Resolution at your earliest convenience to ensure timely implementation of the PUVSC program.

Thank you for your continued support and cooperation.

Sincerely,


STRIKE B. REVILLA
City Mayor



Office of the Mayor
Strike B. Revilla



SBR20245753

Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



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Cert. no. 24/181809



Republic of the Philippines
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CITY OF BACOR
Office of the City Mayor
INCOMING DOCUMENTS



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CGSCR-MO-03-F01.01
04/05/2024

| | | | | |
|--------------------------------------|---|--|---|---|
| <input type="checkbox"/> Endorsement | <input type="checkbox"/> Follow-up | <input checked="" type="checkbox"/> Invitation | <input type="checkbox"/> Proposal/Business | <input type="checkbox"/> For Approval/ Signature |
| <input type="checkbox"/> Report | <input type="checkbox"/> Information/ Copy Furnish | <input type="checkbox"/> Legal | <input type="checkbox"/> Request/Solicitation | <input type="checkbox"/> Others |

RADM LOUVER P. BERNABE

INVITATION TO PARTICIPATE IN THE PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM
UNDER THE GENERAL APPROPRIATIONS ACT (GAA) OF 2024.

Remarks:

Enron fosp

IV

MSBR/ FOR SCHEDULE
SP

OFFICE OF THE CITY ADMINISTRATOR
RECEIVED BY: Bulson
DATE: 9/6/24 1:06pm
(046) 481-4142 LOCAL 405



02 September 2024

HON. STRIKE B. REVILLA
City Mayor, Bacoor City
Bacoor Blvd, Bacoor City,
Cavite

Thru: The SANGGUNIANG PANLUNGSOD OF BACOR CITY
Bacoor Blvd, Bacoor City, Cavite

SUBJECT : INVITATION TO PARTICIPATE IN THE PUBLIC UTILITY
VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM
UNDER THE GENERAL APPROPRIATIONS ACT (GAA) OF 2024

Dear Hon. REVILLA:

This is in reference to the forthcoming Phase 5 implementation of the Public Utility Vehicle Service Contracting (PUVSC) Program with the identified and qualified Local Government Unit (LGU) nationwide, under the Republic Act (R.A.) No. 11975, or the General Appropriations Act (GAA) of 2024.

Relatively, the PUVSC aims to improve the efficiency, safety, and reliability of public transportation systems by fostering collaboration with LGUs, as mandated by GAA 2024. Through this partnership, the transportation needs of the riding public can be effectively addressed; thereby ensuring high-quality transportation services to them.

Further, the LTFRB recognizes the critical role that the LGUs play in advancing this initiative as this will not only benefit the commuters within their respective jurisdiction but will surely contribute to a more sustainable growth and development throughout their territory.

In light of the foregoing, we respectfully request your esteemed office to consider joining us in this endeavor by signing the attached Letter of Conforme, indicating your commitment to participate in the PUVSC. We will greatly appreciate receiving your confirmation within one (1) week from the date of receipt of this letter.

Attached herewith are all the relevant documents for your information and reference.

Should you have any concerns or need clarification, please reach out through the email address piur4.ltfrb@gmail.com, Viber [+639976841144](tel:+639976841144)/[+639552130611](tel:+639552130611), or telephone number [\(043\) 740 0211](tel:(043)7400211).

We thank you for your attention to this matter, as we look forward to the opportunity to work together in advancing our shared goals for public transportation.

Sincerely,


RADM LOUMER P. BERNABE, PN (Ret.)
REGIONAL DIRECTOR REGION 4-A
Land Transportation Franchising and Regulatory Board



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD
East Avenue, Quezon City

SERVICE CONTRACT AGREEMENT (FOR THE CITY GOVERNMENT OF _____)

This Service Contracting Agreement (SCA) is executed and entered into for all purposes and in all respects into this ____ day of _____ 2024, by and between:

The LAND TRANSPORTATION FRANCHISING AND REGULATORY BOARD, a national government agency created and existing under the laws of the Republic of the Philippines, pursuant to Executive Order No. 202, s. 1987, with principal office address at East Avenue, Diliman, Quezon City 1100, Philippines, herein represented by _____, in his capacity as the REGIONAL DIRECTOR OF REGION ____ (Address of the RFRO) and hereinafter referred to as "LTFRB";

-and-

The LOCAL GOVERNMENT UNIT of _____, with city address at _____ herein represented by _____ in his capacity as the CITY MAYOR / ACTING MAYOR / AUTHORIZED REPRESENTATIVE, herein referred to as "LGU";

-and-

(NAME COOPERATIVE/CORPORATION), with SEC/CDA registration number _____ with principal business address at _____ herein represented by its duly authorized representative, (NAME OF AUTHORIZED REPRESENTATIVE), acting for and on behalf of the Cooperative/Corporation, and hereinafter referred to as the "OPERATOR";

-and-

(NAME OF GPS PROVIDER COMPANY), a domestic corporation registered under Philippine Laws with principal office address at _____ as represented herein by its duly authorized representative, (NAME OF AUTHORIZED REPRESENTATIVE), and hereinafter referred to as the "GPS PROVIDER";

The LTFRB, LGU, OPERATOR, and the GPS PROVIDER are herein collectively referred to as "PARTIES" and individually as "PARTY".

WITNESSETH:

WHEREAS, pursuant to the special provisions of Republic Act (R.A.) No. 11975, otherwise known as the General Appropriations Act of 2024 (GAA 2024), the Public Utility Vehicle Service Contracting (PUVSC) Program shall be implemented in partnership with identified and qualified Local Government Units (LGUs) to facilitate the broad

engagement of public transport cooperatives, associations, or corporations operating within their jurisdiction;

WHEREAS, the LTFRB is mandated under R.A. No. 11975, or the GAA 2024, to be the principal implementing Agency of the program;

WHEREAS, the LGU is mandated under Joint Memorandum Circular No. ____ and LTFRB Memorandum Circular No. _____, to act as a co-implementer of the program within their respective jurisdiction; and

WHEREAS, the OPERATOR is authorized to operate on the following routes, pursuant to the _____;

NOW THEREFORE, premises having been considered and with acknowledgment of the mutual promises herein contained, the PARTIES, intending to be legally bound, hereby agree as follows:

I. DUTIES OF THE PARTIES

A. The LTFRB shall:

1. Provide a Service Plan for onboarded PUV operators;
2. Monitor the submission of PUVSC reports submitted by the LGU, PUV operator, and GPS provider;
3. Coordinate with the LGU for the proper implementation of the program;
4. Ensure payment to the PUV operators based on the Payment Scheme have been complied with in accordance with the labor laws and other prevailing laws; and
5. Conduct activities, and perform such other functions as necessary for the proper implementation of the program, subject to the guidance of the Department of Transportation (DOTr) and the TWG.

B. The LGU shall:

1. Designate a focal person for the effective implementation of the program;
2. Coordinate with the LTFRB, in the strict monitoring of the deployment of the PUV operator during the implementation of the program within their respective jurisdiction;
3. Coordinate with the LTFRB and provide certification of temporary rerouting plan or modified route structure, if any;
4. Assist in the resolution of issues and challenges encountered by the PUV operators, in connection with the implementation of the program;
5. Participate in stakeholders' consultations in order to determine the needs and requirements of the contracted PUV operator, and to coordinate with the relevant government agencies that can provide the needed assistance in order to ensure the seamless implementation of the program; and
6. Perform such other functions necessary for the proper administration and efficient operations of the program, subject to the guidance of the Department of Transportation (DOTr) and the TWG.

C. The OPERATOR shall:

1. Undergo orientation to be conducted by the LTFRB Central Office (CO) and/or RFRO, prior to their participation in the program and communicate the details of the Service Plan or authorized route to its drivers;
2. Provide the LTFRB the following:
 - a. List of authorized units for onboarding;
 - b. List of names of drivers per PUV operator; and
 - c. Other information the LTFRB may require to implement, monitor, and evaluate the program;
3. Ensure payment of salaries and wages to respective drivers and other personnel such as but not limited to Passenger Assistance Officers (PAO) or conductors, inspectors, and dispatch controllers in accordance with the existing Labor Laws and Standards;
4. Execute and submit to the LTFRB an Affidavit of Undertaking to comply with the conditions of the program such as but not limited to the payment of salaries and wages to the transport workers participating in the program, and the PUVSC Service Plan;
5. Ensure that all drivers of authorized units are holders of Valid Professional Driver's License with appropriate restriction code, and ensure that only those authorized units with current registration and valid Private Passenger Accident Insurance (PPAI) are enrolled in the program;
6. Ensure that the onboarded units are in good condition, roadworthy, and strictly comply with the GPS monitoring requirement during the implementation of the program;
7. Ensure the availability of 100% of the total number of unit trip onboarded for every executed Agreement;
8. Strictly comply with existing and subsequent issuances/policies of the Board relative to their Certificate of Public Convenience (CPC) or Provisional Authority (PA), and to any other matters that the Board may issue in the future which governs the responsibility of the PUV operators under the program;
9. Ensure that the authorized units comply with existing LTFRB policies in the operation of public transportation; and
10. Submit the Certificate of Payment of Regular Payout to the LTFRB within three (3) working days from the receipt of the liquidation report sent via email.

D. The GPS PROVIDER shall:

1. Provide the PUV operator a certification that the GPS device installed in the onboarded vehicle is at fully operational state and able to provide accurate and reliable data signed by the Chairman or President of the GPS provider or duly Authorized Officer of the Company;
2. Provide the LTFRB and LGU, through its authorized representative/s, access to its Dashboard/Platform for monitoring purposes and/or real time monitoring anytime of the day for the entire duration of the program;
3. Monitor that authorized units run within their authorized route structure and report any deviation therefrom;
4. Timely submit the hard copies of the GPS Trip Report Certification on/or before Tuesday 5PM directly to LTFRB CO/RFRO which include the following data: (a) the Daily kilometer Run; and (b) the Number of Trips; and
5. Ensure availability of log reports and other similar data relative to the GPS monitoring for submission to the LTFRB Central Public Utility Vehicle

Monitoring System (CPUVMS).

II. TERMS OF AGREEMENT

This Agreement shall become effective upon the signing of the contract and shall remain in full force and effect until _____ or **until all the funds allocated are fully utilized, whichever comes earlier as may be allowed by applicable laws and subject to the availability of funds.** The LTFRB shall send a Notice of End of Operation once the funds are fully utilized.

In case this Agreement is extended by reason of a subsequent enactment of a law affecting the validity and utilization of the funds under GAA 2024, a Notice of Extension shall be given. Accordingly, this Agreement shall be amended and, therefore, be extended as agreed upon by Parties.

III. DOCUMENTARY REQUIREMENTS

The PUV operator agrees to comply with the following documentary requirements, to be submitted to the LTFRB:

| Document | Type of Document (Photocopy or Original) | Number of Copies |
|---|---|-----------------------------|
| Duly Accomplished Registration Form with List of Authorized Units and Authorized Drivers | Original | 3 |
| Application for Consolidation duly received by the LTFRB and/or valid CPC or PA of the TSE | Photocopy | 3 |
| Valid OR/CR of the Authorized Units issued by the LTO | Photocopy | 3 |
| Valid Personal Passenger Accident Insurance (PPAI) | Photocopy | 3 |
| Board Resolution/Secretary's Certificate authorizing the General Manager and/or Chairman/President to represent the cooperative/corporation to sign the SCA | Original | 3 |
| Valid primary ID of Operator's General Manager and/or Chairman/President with three (3) original specimen signatures | Photocopy | 3 |
| Bank Certificate [preferably Land Bank of the Philippines (LBP)] containing Operator's Bank Account details | Original or Certified True Copy | 3 |

| | | |
|---|----------|---|
| Certification of a GPS installed duly signed by the Chairman or President of the GPS provider or duly Authorized Officer of the Company | Original | 3 |
|---|----------|---|

The LTFRB shall review the submitted documents promptly upon receipt. If any discrepancies or concerns are identified, the LTFRB CO/RFRO shall notify the PUV operator in writing, specifying the issues to be addressed. The PUV operator shall, in good faith, work to resolve such discrepancies within a reasonable period of time.

Should there be non-submission of the aforementioned documents, the LTFRB reserves the right to outrightly deny the application.

IV. PAYMENT SCHEME

Regular payouts shall be computed on a weekly basis, from Sunday to Saturday. The payout shall only be processed by the LTFRB CO/RFRO upon submission of the GPS Trip Report Certification. It is upon compliance with the required submission of the documents that the payouts will then be credited to the PUV operator's respective accounts.

The regular payout shall be computed based on the following computation:

1. Regular Payout = number of complete trips per week x rate per trip
2. Rate per trip = route length x rate per kilometer
3. Rate per kilometer = Php 20.00 (TPUJ, FILCAB, and TUVE), Php 26.00 (MPUJ and MUVE)

Trip-cutting, fractional or uncompleted trips shall not be considered as one (1) trip; thus, shall not be paid.

Moreover, (a) should the PUV operators fail to render the required percentage of deployment per day, the same shall not be qualified to the payout for that particular day; (b) should a unit fail to render the required number of trips on a specific day, even when the PUV operator meets the required percentage of deployment for the day, based on the Service Plan guidelines, the non-compliant unit shall be disqualified from the payout of that particular day; (c) should a PUV unit encountered mileage discrepancy due to GPS device problem or loss of signal, the trip/s rendered shall only be paid if the mileage between the data captured by the GPS device and the route does not exceed the threshold of twenty percent (20%) or one (1) kilometer (km) of the route length, whichever is lower, and the PUV must have reached the end point of the route and completed trip. Any discrepancies exceeding the threshold shall not be paid.

Furthermore, Transport Service Entities (TSEs) which participated during the previous implementation of the Service Contracting Program (SCP) and have currently unpaid previous balance or obligation as a result of excess payment thereof shall execute an Affidavit of Undertaking that it shall pay their balance three (3) days upon receipt of payouts for this Phase 5 under GAA 2024 implementation of the PUVSC.

V. PERFORMANCE-BASED INCENTIVES AND PENALTIES

A performance-based incentive equivalent to two percent (2%) shall be paid on top of the computed regular payout to the specific unit of PUV operators who complies with the following: (a) the required daily deployment of units; and (b) the required daily number of trips (one-way) per unit per week (Sunday to Saturday) as per approved Service Plan.

Failure to render the required percentage of deployment and trips per unit per day precludes entitlement to performance-based incentives.

VI. PENALTY FOR NON-COMPLIANCE

Strict compliance with the provisions of this Agreement and the services to be rendered shall be strictly monitored. Failure of the enrolled PUV operator to adhere to any terms and conditions of the Agreement shall be penalized in accordance with the existing policies of the LTFRB. The same shall be a ground for the disqualification of the said PUV operator from similar programs of the LTFRB.

On the other hand, should the GPS provider fail to perform its duties and responsibilities as stated in this Agreement, the same may be grounds for revocation or non-renewal of its accreditation.

VII. NO AMENDMENT CLAUSE

No amendment or modification of any of the terms and conditions of this Agreement shall be valid unless evidenced by a written Agreement executed by the authorized representatives of all concerned Parties.

VIII. DATA PRIVACY ACT

Pursuant to the Republic Act (R.A.) No. 10173, or the *Data Privacy Act of 2012*, the LTFRB shall be authorized to collect, process, record, organize, update, use, consolidate, or disclose their personal data as part of their personal information relative to the implementation of the PUVSC, and for purposes related to the said program such as but not limited to the establishment of the PUVSC Dashboard. In view thereof, a PUV operator hereby consents for the processing of personal data that will be used for the implementation of the program.

The PUV operators hereby confirm their awareness of their rights under the Data Privacy Act, including the right of the LTFRB to terminate the contract should the PUV operators withdraw its consent or request the removal of its personal information.

The Parties hereby agree to conform to the provisions of the Data Privacy Act, its Implementing Rules and Regulations, and related issuances.

Further, insofar as the implementation of the provisions of this Agreement shall entail exchange of personal data, the Parties hereby agree to execute the necessary Data Sharing Agreement pursuant to the Data Privacy Act.

VIII. SEPARABILITY CLAUSE

If any provision of this Agreement is declared unconstitutional or void, the rest of the Agreement shall nevertheless remain in full force and effect.

IX. ENTIRE AGREEMENT

All Parties acknowledge that this Agreement constitutes the entirety of their intent and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on ____ day of ____ 2024 at the City of _____.

[NAME OF REGIONAL DIRECTOR]
Regional Director
Regional Franchising and Regulatory
Office No. ____

[NAME OF CITY MAYOR]
City Mayor
City Government of _____

[NAME OF AUTHORIZED
REPRESENTATIVE]
Position
Name of the TSE

[NAME OF AUTHORIZED
REPRESENTATIVE]
Position
Name of the GPS Provider

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, Notary Public for and in the City of _____, personally appeared the following individuals:

| NAME | IDENTIFICATION | DATE ISSUED/EXPIRY |
|------------------------|----------------|--------------------|
| [Name of RD] | | |
| [Name of Operator] | | |
| [Name of GPS Provider] | | |

All known to me to be the same person/s who presented and executed the said the foregoing Service Contract Agreement, consisting of nine (9) pages including this page where this Acknowledgement is written and signed by the Parties in every page hereof.

WITNESS MY HAND AND SEAL.

Notary Public
Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.

BEFORE ME, Notary Public for and in the City of _____, personally
appeared the following individuals:

| NAME | IDENTIFICATION | DATE ISSUED/EXPIRY |
|----------------------|----------------|--------------------|
| [Name of City Mayor] | | |

All known to me to be the same person/s who presented and executed the said
the foregoing Service Contract Agreement, consisting of nine (9) pages including this
page where this Acknowledgement is written and signed by the Parties in every page
hereof.

WITNESS MY HAND AND SEAL.

Notary Public
Doc. No. ____
Page No. ____
Book No. ____
Series of 2024.



MEMORANDUM CIRCULAR
NUMBER - _____

SUBJECT: GUIDELINES IN THE IMPLEMENTATION OF PUBLIC UTILITY VEHICLE SERVICE CONTRACTING (PUVSC) PROGRAM WITH IDENTIFIED AND QUALIFIED LOCAL GOVERNMENT UNITS PURSUANT TO REPUBLIC ACT NO. 11975 OTHERWISE KNOWN AS THE GENERAL APPROPRIATIONS ACT (GAA) OF 2024

WHEREAS, under Republic Act (R.A.) No. 11975, otherwise known as the *General Appropriations Act (GAA) of 2024*, appropriated One Billion Three Hundred Million Pesos (PhP1,300,000,000) to enhance the level of service provided on routes by offering performance-based payouts to Public Utility Vehicle (PUV) operators, aiming to encourage high service standards and enhance the overall commuting experience for the public through the implementation of Public Utility Vehicle Service Contracting (PUVSC) Program;

WHEREAS, the said program is to be implemented in partnership with Local Government Units (LGUs) to facilitate the broad engagement of public transport cooperatives, associations, or corporations operating within their jurisdiction;

WHEREAS, pursuant to Joint Memorandum Circular No. _____ or the *Guidelines in the Implementation of Public Utility Vehicle (PUV) Service Contracting Program on identified Local Government Units*, under GAA 2024, the aforesaid Memorandum shall cover and govern the localized implementation of the program, which applies to all partnerships between concerned agencies, its regional offices, partner institutions, and the LGUs wherein the program will be implemented;

WHEREAS, in a Memorandum of Agreement entered into between the Department of Transportation (DOTr) and the Land Transportation Franchising and Regulatory Board (LTFRB) dated __ June 2024, the former shall transfer the funds to the latter amounting to One Billion Two Hundred Ninety-Three Million Pesos (PhP 1,293,000,000) to be used exclusively for the implementation of the PUVSC Program.

NOW THEREFORE, for and in consideration of the foregoing, the Board hereby prescribes the following guidelines and criteria for the effective implementation of the PUVSC with identified and qualified LGUs, and the corresponding payment scheme:

I. GENERAL GUIDELINES:

A. Objectives

In line with the LTFRB's vision and Public Transport Modernization Program's (PTMP) principles of a "comfortable, accessible, safe, sustainable, and affordable" mode of public transportation, the PUVSC aims:

- (a) to incentivize PUV operators to maintain routes, adhere to the approved Service Plan, and provide safe and reliable transportation to commuters;
and

- (b) to address various challenges in the public transportation sector, such as, but not limited to, low (or insufficient) revenues for operators, low ridership, inadequate maintenance of vehicles, and irregular service frequencies.

By providing financial incentives and support to PUV operators through a performance-based payout, the PUVSC seeks to enhance the overall commuting experience for the passengers, promote the use of public transit, and contribute to the development of a more efficient and reliable transportation system.

B. Type of Service Contract

Net Service Contract - Onboarded PUV operators shall operate under a farebox collection scheme. In addition, they shall be paid based on the actual trips served and maximum allowable trips per day as provided in the approved Service Plan, contract, and existing policy. The PUV operators must strictly operate on their authorized and existing route.

C. Definition of Terms

For the purpose of implementing this Memorandum Circular for the PUVSC, the following definitions shall be set forth herein:

1. **Public Utility Vehicle Service Contracting (PUVSC) Program** The PUVSC is a form of program subsidizing transportation operations by contracting Transport Service Entities (TSEs) and paying the services they rendered on a "per trip" basis.
2. **Transport Service Entity (TSE)** It refers to transport operators who formed cooperatives and corporations under the Public Transportation Modernization Program (PTMP), and shall be eligible operators of Public Utility Vehicle (PUV).
3. **Public Utility Vehicles (PUVs)** These are modes of services operating on a fixed route such as Public Utility Jeepney (PUJ) and Utility Vehicle Express (UVE).
4. **Public Utility Jeepney (PUJ)** PUJ refers to either traditional, modernized or FILCAB which operates along fixed intra- and inter-city routes, picking up and dropping off passengers at designated stops.
5. **Utility Vehicle Express (UVE)** UV Express Service refers to either a traditional or modernized unit, just like a PUJ, that is authorized by the government to operate along fixed intra- and inter-city routes, picking up and

dropping off passengers at designated points.

6. Identified and Qualified LGU

The identified and qualified LGUs include all cities that met the criteria and guidelines formulated by the Technical Working Group (TWG).

7. Intra-city Routes

Intra city routes refer to transportation pathways or roads that involve travel from one point within a city to another, regardless of road or highway connections, as long as the destination remains within the same city.

8. Inter-city Routes

Inter-city routes refer to transportation pathways or roads that connect two or more distinct cities, regardless of whether the PUV traverses a municipality or a city outside the qualifications provided herein. The determining factor is that the PUV starts its trip from a particular LGU that meets the criteria set forth by this Memorandum Circular and travels to another city with the same qualifications.

II. PROGRAM COVERAGE

The program shall cover the following:

A. Local Government Units

The LTFRB shall enter into an Agreement with the identified and qualified LGUs, which can be any of the following:

1. Highly Urbanized Cities (HUCs);
2. Independent Component Cities (ICCs); and
3. Component Cities (CCs).

B. PUV Operators/Units

Qualified TSE operating PUJ (Traditional, Modernized, or FILCAB) and UV Express Service (Traditional and Modernized) shall enter into a Service Contract Agreement (SCA) with the LTFRB, the identified and qualified LGU, Global Positioning System (GPS) providers under a Net Service Contract.

The participating TSE in the program shall render the services strictly in accordance with the Agreement and the provisions stipulated therein.

C. Route Qualifications

The route shall be qualified as follows:

1. Intra-city Routes;
2. Inter-city Routes within MUCEP Area;
3. Inter-city routes within the province; and
4. Inter-city routes among provinces within the same region;

provided further that the maximum route length of 100 kilometers (one-way) shall be observed.

The maximum allowable kilometer-run per unit per day is 164 kms for PUJs (Traditional and FILCAB) and Traditional UV Express Service; while the maximum allowable kilometer-run per unit per day is 182 kms for Modern PUJ and Modern UV Express Service.

However, existing UV Express Service with routes more than 100 km shall be allowed to be onboarded, provided it shall be paid only in respect to the actual kilometers per trip; provided further that the actual kilometers ran shall not exceed to 164 kms for Traditional UV Express Service, and 182 kms for Modern UV Express Service.

D. Contracting Party

For inter-city routes, either the origin or the destination must be an HUC, ICC, or CC, subject to the following conditions;

1. If the inter-city route links two cities, the contracting party shall be the LGU where the TSE obtained its business permit or where its business address is situated.

If the TSE's permit is obtained from other LGUs or its address is in a different location, the contracting party must be the identified and qualified LGU nearest to the identified business address or the place where the business permit is secured, either origin or destination. However, should the latter opt not to participate, the contracting party will be the other LGU; and

2. If the inter-city route links a city to a municipality, the contracting LGU shall be the HUC, ICC or CC. However, should the latter opt not to participate, the TSE shall be disqualified from the program.

III. QUALIFICATION OF PROGRAM PARTICIPANTS

A. Local Government Units (LGUs)

To qualify for the program, the participating LGU must:

1. either be a HUC, ICC, or CC; and
2. have existing intra- and inter-city routes with consolidated entities.

B. Transport Service Entities (TSEs)

In case of TSE, they must:

1. be an existing consolidated PUJ (Traditional, Modernized, or FILCAB) and

- UV Express Service (Traditional and Modernized) operator and/or shall have an Application for Consolidation duly received by the LTFRB;
2. be holders of valid and existing Certificate of Public Convenience (CPC) or Provisional Authority (PA);
 3. have current Land Transportation Office (LTO) registration and Personal Passenger Accident Insurance (PPAI); and
 4. have an installed functioning GPS device with prior accreditation in accordance with the memorandum, attached herein as Annex "A".

IV. RESPONSIBILITIES OF PARTIES IN THE PROGRAM IMPLEMENTATION

A. The LTFRB shall have the following responsibilities:

1. Enter into an Agreement with LGU, TSE, and GPS provider;
2. Coordinate with the LGUs which submitted letters of confirmation as co-implementers of the program;
3. Review and provide a list of routes subject to the implementation of the program;
4. Assess and identify eligible TSE to be contracted for the program;
5. Provide a Service Plan for onboarded TSE;
6. Spearhead the coordination with members of the Technical Working Group (TWG) and other concerned agencies, such as but not limited to conduct of consultation and coordination meetings;
7. Facilitate the release of payouts for the contracted TSE;
8. Maintain and operate a dashboard for the program for the purpose of monitoring outputs, outcomes, and generating data reports; and
9. Perform such other functions and conduct activities necessary for the proper administration and efficient operations of the program, subject to the guidance of the Department of Transportation (DOTr) and the TWG.

B. The LGU shall have the following responsibilities:

1. Enter into an Agreement with LTFRB, TSE, and GPS provider;
2. Designate a focal person for the effective implementation of the program;
3. Participate in the monitoring of the subject routes and authorized vehicles indicated in the Agreement in coordination with the LTFRB for proper implementation;
4. Coordinate with the LTFRB, in the strict monitoring of the deployment of the TSE during the implementation of the program within their respective jurisdictions;
5. Coordinate with the LTFRB and provide certification of temporary rerouting plan or modified route structure, if any; and
6. Participate in stakeholders' consultations in order to determine the needs and requirements of the contracted TSE, and to coordinate with the relevant government agencies that can provide the needed assistance in order to ensure the seamless implementation of the program.

C. The TSE shall have the following responsibilities:

1. Enter into an Agreement with LTFRB, LGU, and GPS provider;
2. Undergo orientation to be conducted by the LTFRB-Central Office and/or RFRO, and communicate or disseminate the details to its drivers;
3. Provide the LTFRB the following:

Memorandum Circular No. 2024 - _____
Guidelines in the Implementation of Public Utility Vehicle (PUV)
Service Contracting Program with identified and qualified Local Government Units pursuant to
Republic Act No. 11975 otherwise known as the General Appropriations Act (GAA) of 2024

- a. List of authorized units for onboarding;
 - b. List of names of drivers per TSE; and
 - c. Other information the LTFRB may require to implement, monitor, and evaluate the program;
4. Be solely responsible for their respective drivers and other personnel such as but not limited to Passenger Assistance Officers (PAO) or conductors, inspectors, and dispatch controllers' salaries and wages;
 5. Ensure that all drivers of authorized units are holders of valid Professional Driver's License with appropriate restriction code;
 6. Ensure that only those authorized units with current registration, valid PPAL, and roadworthy are enrolled in the program;
 7. Ensure the availability of the units on a daily basis for at least 80% of the total number of authorized onboarded units, subject to the exception under Section VII. A(a) of this Memorandum;
 8. Strictly comply with existing and subsequent issuances/policies of the LTFRB relative to their CPC or PA, and to any other matters that the LTFRB may issue in the future which may govern the responsibility of the TSE under the program;
 9. Ensure that the authorized units comply with existing LTFRB policies in the operation of public transportation, specifically in the allowable passenger capacity;
 10. Acknowledge receipt of all emails communicated by the LTFRB in relation to the implementation of the program;
 11. Provide the reports on the estimated number of passengers served on a daily basis; and
 12. Submit the Certificate of Payment of Payout to the LTFRB within three (3) working days from the receipt of the liquidation report sent via email using the provided template.

V. REQUIREMENTS

A. Local Government Unit Program Participant

Memorandum Circular No. 2024 - _____
Guidelines in the Implementation of Public Utility Vehicle (PUV)
Service Contracting Program with identified and qualified Local Government Units pursuant to
Republic Act No. 11975 otherwise known as the General Appropriations Act (GAA) of 2024

| Documents | Description | Signatories |
|---|--|---|
| Letter of confirmation to participate in the program <i>Note: Local Government Units (LGUs) that have previously submitted a Letter of Conforme are not anymore required to furnish it for future implementations.</i> | To signify willingness of the LGU to co-implement the program | City Mayor or any duly Authorized Representative |
| Signed Service Contract Agreement with LTFRB, LGU, TSE, and GPS provider | To accept the obligations between LTFRB, LGU, TSE, and GPS provider in the implementation of the program | LTFRB Executive Director or Regional Director, City Mayor or any duly Authorized Representative, TSE, and Chairman or President of the GPS provider or duly Authorized Officer of the Company <i>*Note: Documents signed by the representative of an authorized dealer of an accredited GPS provider will not be accepted, regardless of any grant of authority. Only signatures from an officer of the accredited GPS provider shall be deemed valid.</i> |

B. Transport Service Entities

| Document | Type of Document (Photocopy or Original) | Number of Copies |
|---|---|------------------|
| Duly Accomplished Registration Form with List of Authorized Units and Authorized Drivers | Original | 3 |
| Application for Consolidation duly received by the LTFRB and/or valid CPC or PA of the TSE | Photocopy | 3 |
| Valid OR/CR of the Authorized Units issued by the LTO | Photocopy | 3 |
| Valid Personal Passenger Accident Insurance (PPAI) | Photocopy | 3 |
| Board Resolution/Secretary's Certificate authorizing the General Manager and/or Chairman/President to represent the cooperative/corporation to sign the SCA | Original | 3 |
| Valid primary ID of Operator's | Photocopy | 3 |

| | | |
|---|---------------------------------|---|
| General Manager and/or Chairman/President with three (3) original specimen signatures | | |
| Bank Certificate [preferably Land Bank of the Philippines (LBP)] containing Operator's Bank Account details | Original or Certified True Copy | 3 |
| Certification of a GPS installed duly signed by the Chairman or President of the GPS provider or duly Authorized Officer of the Company | Original | 3 |

VI. PROCEDURES

A. Local Government Unit Program Participant

The Department of Interior and Local Government (DILG) shall issue a Memorandum Circular to the identified and qualified LGUs. The LTFRB-CO/RFRO shall send a letter to the said LGUs, inviting them to participate in the program. Thereafter, the LGU shall confirm its participation through a letter of confirmation to be submitted to LTFRB-CO/RFRO for the evaluation and assessment of the qualified routes and TSEs within their jurisdiction.

Note: Local Government Units (LGUs) that have previously submitted a Letter of Conformance are not anymore required to furnish it for future implementations.

The LGU will be notified if the said routes and the TSEs are qualified to the program for the execution of the SCA upon completion of the requirements.

Should the LGU opt not to participate in the program, the funds originally allocated to its respective qualified TSEs, shall be reallocated to all the onboarded TSEs within the region regardless of denomination, subject to the usual accounting and auditing procedures.

B. Transport Service Entities

The TSEs shall accomplish a TSE Assessment Form provided, assessed, and approved by the LTFRB-CO/RFRO.

Once approved, the qualified TSEs shall submit the original/certified true copies of the abovementioned requirements to the LTFRB-CO/RFRO.

For auditing purposes, all documents listed above shall be submitted and evaluated by the LTFRB-CO/RFRO prior to the onboarding of the TSEs into the program. Once validated, the LTFRB-CO and/or RFRO and the LGU shall provide onboarding orientation to the qualified TSEs before the LTFRB-CO/RFRO sends the onboarding notice.

VII. SERVICE PLAN

The LTFRB-CO/RFRO will develop a comprehensive Service Plan that must be strictly adhered to by the Transport Service Entities (TSEs) qualified for the Public Utility Vehicle Service Contracting (PUVSC) Program. This Service Plan will include detailed route information, the permitted number of trips, and the required number of deployed units, subject to the approval of the Franchise Planning and Monitoring Division (FPMD) for the LTFRB-CO, and respective Regional Directors for the RFRO.

A. Guidelines

- a. Minimum number of units to be deployed per day for TSEs with six (6) or more consolidated units onboarded shall be at least 80%; whereas, in cases where the number of onboarded units is less than six (6), it is required that all onboarded units are deployed daily;
- b. Minimum number of trips per unit on a specific day shall be in accordance with the approved Service Plan which provides for a 100% unit trip;
- c. Actual number of trips shall be determined by the actual kilometer-run but not more than the prescribed allowable kilometer-run;
- d. TSEs are not entitled to increase trips on their own, as unauthorized trips will not be considered for payment;
- e. Any route exceeding the prescribed maximum route length of 100 kilometers shall not be qualified in the program; and
- f. Any excess from the maximum allowable kilometer-run per unit per day shall not be paid.

Below is the set maximum allowable kilometer-run per unit per day under the Service Plan:

| Denomination | Maximum Kilometer-run per Unit per Day | |
|--------------------|--|-------------|
| | Modernized | Traditional |
| PUJ | 182 kms | 164 kms |
| UV Express Service | | |

B. Route Structure

1. Route structure may be considered for modification for any of the following reasons:
 - a. Road closure;
 - b. Re-routing; and
 - c. Other similar or analogous reasons.
2. Evidence such as memorandum, local ordinances, and other relevant issuances citing the reasons shall be submitted to the LTFRB-CO/RFRO to support the request for route modification; and
3. In case of route modification, a new Service Plan will be issued.

VIII. MONITORING SCHEME

Payouts should be based on the report of kilometer-run generated from the appropriate GPS device installed in the onboarded authorized unit.

IX. RATE

The Net Service Contract rate shall be:

- a. PUJ (Traditional and FILCAB) and TUVE = Php 20.00 per kilometer run; and
- b. Modern PUJ and UV Express Service = Php 26.00 per kilometer run.

X. PAYMENT SCHEME

Regular payouts shall be computed on a weekly basis from Sunday to Saturday. The payout shall only be processed by the LTFRB-CO/RFRO upon submission of the GPS Trip Report Certification. It is upon compliance with the required submission of the documents that the payouts will then be credited to the TSEs' respective accounts.

The regular payout shall be computed based on the following computation:

1. Regular Payout = number of complete trips per week x rate per trip
2. Rate per trip = route length x rate per kilometer
3. Rate per kilometer = Php 20.00 (TPUJ, FILCAB, and TUVE), Php 26.00 (MPUJ and MUVE)

Trip-cutting, fractional or uncompleted trips shall not be considered as one (1) trip; thus, shall not be paid.

Moreover, (a) should the TSEs fail to render the required percentage of deployment per day, the same shall not be qualified to the payout for that particular day; (b) should a unit fail to render the required number of trips on a specific day, even when the TSE meets the required percentage of deployment for the day, based on the Service Plan guidelines, the non-compliant unit shall be disqualified to the payout of that particular day; (c) should a PUV unit encountered mileage discrepancy due to GPS device problem or loss of signal, the trip/s rendered shall only be paid if the mileage between the data captured by the GPS device and the route does not exceed the threshold of twenty percent (20%) or one (1) kilometer (km) of the route length, whichever is lower, and the PUV must have reached the end point of the route and completed trip. Any discrepancies exceeding the threshold shall not be paid.

XI. PERFORMANCE-BASED INCENTIVES AND PENALTIES

A performance-based incentive equivalent to two percent (2%) of the regular payout of the unit shall be paid on top of the computed regular payout to the specific unit of TSEs who complies with the following: (a) the required daily deployment of units; and (b) the required daily number of trips (one-way) per unit per week (Sunday to Saturday) as per approved Service Plan.

Failure to render the required percentage of deployment and trips per unit per day precludes entitlement to performance-based incentives.

XII. ACCOUNTING, PAYMENT SYSTEM AND LIQUIDATION

The LTFRB, through the Technical Working Group (TWG), Financial and Management Division (FMD) and Program Implementing Unit (PIU), shall ensure that funds allocated for the program are properly utilized, liquidated, and accounted exclusively for the implementation of this program in accordance with the existing accounting and auditing rules and procedures.

To facilitate payment under the program, the following procedures shall be observed:

- a. The LTFRB-CO/RFRO shall prepare the payroll based on the originally signed GPS Trip Report Certification from the GPS providers, and submit other related supporting documents for the eligible TSE;
- b. The LTFRB-CO/RFRO shall ensure correctness, accuracy, and completeness of the payrolls;
- c. The LTFRB-CO/RFRO shall prepare the corresponding Obligation Request and Status and Disbursement Voucher to be endorsed to the FMD (if processed in the Central Office) or Accounting and Budget Unit (if processed in RFRO) for validation and approval of disbursement; and
- d. The LTFRB-CO/RFRO shall ensure that the disbursement of funds will strictly comply with existing accounting and auditing procedures.

XIII. PENALTY FOR NON-COMPLIANCE

Failure of the onboarded TSE to adhere to any terms and conditions of the entered Agreement and any provisions of this Memorandum Circular shall be penalized in accordance with the existing policies of the LTFRB. The same shall be a ground for the disqualification of the said TSE from similar programs of the Agency.

Submission by the TSE or GPS company of forged documents, misrepresentation, fake, counterfeit or manufactured documents, altered raw data from the GPS device reports (as basis for their certification), and other analogous cases shall be grounds for disqualification of the TSE to join the program and revocation of GPS accreditation.

XIV. CREATION OF LTFRB TECHNICAL WORKING GROUP (LTFRB-TWG)

An LTFRB Technical Working Group (TWG) shall be formed to provide expertise, guidance, and recommendations on complex or specialized topics concerning the PUVSC that may require in-depth technical knowledge and analysis. With this, the TWG shall compose of the following:

- | | | |
|----------------------|----------|---|
| Chairman | : | LTFRB Division Chief/Division Officer-in-Charge |
| Vice-Chairman | : | LTFRB Division Chief/Division Officer-in-Charge |

Members : Representative, Administrative Division
 Representative, Financial and Management Division
 Representative, Technical Division
 Representative, Legal Division
 Representative, Franchise Planning and Monitoring Division
 Representative, Information Systems Management Division
 Representative, NCR Regional Office
 Head, LTFRB Program Implementing Unit (PIU)

The TWG shall closely monitor the proper implementation of the program, with the following functions:

1. Implement and recommend policies to the Board relative to the implementation of the program;
2. Monitor timely accomplishment of the strategies and activities set forth in the program;
3. Establish the Program Implementing Unit (PIU) for the implementation of the program, and hire additional personnel subject to existing policies, rules, and regulations;
4. Oversee and supervise the operations of the PIU through the Office of the Executive Director (OED), as the end user. The representative of each division shall supervise the corresponding sub-section of the PIU on the proper implementation of the program, in coordination with OED;
5. Monitor timely accomplishment of all other procurement activities as may be necessary to implement the program;
6. Supervise in the preparation and signing of documents relative to the disbursement of funds for the program;
7. Coordinate with other agencies as may be necessary for the execution of the program; and
8. Perform such other functions as may be required in the implementation of the program.

XV. AUTHORITY OF CONCERNED LTFRB PERSONNEL

For the prompt, expeditious, and efficient processing of the documents relative to the implementation of the PUVSC, the Board authorizes the following concerned personnels to perform the following functions, as hereby delegated, to wit:

- a. The LTFRB Executive Director (for LTFRB-CO) and all Regional Directors/OIC-Regional Directors (for their respective RFROs) to sign Service Contracts of TSEs enrolled in the program, Disbursement Vouchers and other related documents for payment of services rendered by the onboarded TSEs; and

- b. All other personnel may be assigned through Office Order to assist them, and sign all necessary documents for the proper implementation of the PUVSC, as well as to coordinate with their respective Land Bank of the Philippines (LBP) servicing branch for the processing of the payments to the TSEs.

XVI. GRIEVANCE MECHANISM

All grievances related to the program implementation will be managed and monitored by the LTFRB in coordination with the appropriate LGUs.

XVII. EVALUATION OF THE PROGRAM

Within sixty (60) days from the termination of the program, the LTFRB shall conduct an evaluation of the program and shall prepare a report relative thereto.

Any onboarded TSE that fails to comply with the post-documentary requirement of the program shall not be eligible to participate in the succeeding similar programs.

XVIII. SEPARABILITY CLAUSE

If, for any reason, a provision of this Memorandum Circular is declared unconstitutional or void by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

XIX. EFFECTIVITY CLAUSE

This Memorandum Circular shall take effect immediately following its publication in at least one (1) newspaper of general circulation. Let three (3) copies thereof be filed with the Office of the National Administrative Registrar (ONAR), University of the Philippines Law Center.

SO ORDERED.

APPROVED AND ADOPTED on _____, in Quezon City, Philippines.

Memorandum Circular No. 2024 - ____
Guidelines in the Implementation of Public Utility Vehicle (PUV)
Service Contracting Program with identified and qualified Local Government Units pursuant to
Republic Act No. 11975 otherwise known as the General Appropriations Act (GAA) of 2024

ATTY. TEOFILO E. GUADIZ III, CESO V
Chairperson

ENGR. RIZA MARIE T. PACHES, MNSA
Board Member

ATTY. MERCY JANE PARAS-LEYNES, LL.M.
Board Member

Attested by:

ATTY. ROBERT D. PEIG, CESO V
Executive Director