

# Republic of the Philippines Province of Cavite CITY OF BACOOR







### COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

### COMMITTEE REPORT

CRPLO-PCR-823-2025



Subject: REQUEST FROM THE CITY ADMINISTRATOR'S OFFICE: A resolution authorizing the City Mayor Hon. Strike B. Revilla, to sign the security service contract with Aquarius Security Agency on behalf of the City Government of Bacoor.

(Date referred: May 05, 2025)

The above-mentioned proposed resolution underwent its first reading on May 05, 2025 during the 139th Regular Session of the Sangguniang Panlungsod. The said proposed ordinance was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

#### FINDINGS:

A letter from the Bacoor City Administrator's office, requesting for the passage of a Sangguniang Panlungsod resolution authorizing the City Mayor, Hon. Strike B. Revilla to enter into and sign for and on behalf City Government of Bacoor, the security service contract with Aquarius Security Agency, was received last April 30, 2025.

The said contract is intended to ensure the continues security and protection of government facilities, personnel, and the general public within the jurisdiction of the City Government of Baccoor.

COMMITTEE REPORT CRPLO-PCR-823-2025 Security Service Contract with Aquarius Security Agency









### CITY OF BACOOR







By the motion of Hon. Reynaldo C. Palabrica duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 139<sup>th</sup> Regular Session.

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

Signed this 5th day of May 2025 at the City of Bacoor, Cavite.

### COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COUN. REYNALDO C. PALABRICA

Chairman

COUN. LEVY TELA

Vice Chairman

COUN. ALEJANDRO GUTIERREZ

Member.

COUN. ADRIELITO GAWARAN

Member

COMMITTEE REPORT CRPLO-PCR-823-2025 Security Service Contract with Aquarius Security Agency









# OFFICE OF THE SANGGUNIANG PANLUNGSOD





#### COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

#### EXCERTPS FROM THE MINUTES OF THE REGULAR SESSION

CRPLO-PCR-823-2025

Office of the Sangguniang Panisngsof Received by Ashet 7075

Subject: REQUEST FROM THE CITY ADMINISTRATOR'S OFFICE: A resolution authorizing the City Mayor Hon. Strike B. Revilla, to sign the security service contract with Aquarius Security Agency on behalf of the City Government of Bacoor.

(Date referred: May 05, 2025)

The 139th Regular Session was held last May 05, 2025 at the Session Hall of the Sangguniang Panglungsod. City Vice Mayor Hon. Rowena Bautista Mendiola presided the Regular Session and was called to order at exactly 10:00 a.m.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod proceeded with the roll call, the approval of the Journal and minutes of the 138<sup>rd</sup> Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Honorable Alejandro Gutierrez moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No. PCR-823-2025 – "REQUEST FROM THE CITY ADMINISTRATOR'S OFFICE: A resolution authorizing the City Mayor Hon. Strike B. Revilla, to sign the security service contract with Aquarius Security Agency on behalf of the City Government of Bacoor, City Councilor Hon. Reynaldo C. Palabrica moved for the approval of the above-mentioned subject matter.

The motion was unanimously seconded by all the Honorable Members of the 5th Sangguniang Panlungsod. The REQUEST FROM THE CITY ADMINISTRATOR'S OFFICE: A resolution authorizing the City Mayor Hon. Strike B. Revilla, to sign the

MINUTES OF THE COMMITTEE REPORT CPRLO-PCR-823-2025 Security Service Contract with Aquarius Security Agency









# CITY OF BACOOR





security service contract with Aquarius Security Agency on behalf of the City Government of Bacoor, was APPROVED.

City Councilor Hon. Alejandro F. Gutierrez moved for the adjournment of the 134th Regular Session duly seconded by the majority of the members of the 5th Sangguniang Panlungsod. The regular session was adjourned at exactly 11:20 a.m.

Prepared by:

Ronaldo M. Verona Administrative Aide

Attested by:

COUNCILOR RÉYNALDO C. PALABRICA Chairman

MINUTES OF THE COMMITTEE REPORT CPRLO-PCR-823-2025 Security Service Contract with Aquarius Security Agency













### CITY OF BACOOR







PCR 823-2025 - REQUEST FROM THE CITY ADMINISTRATOR'S OFFICE: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE SECURITY SERVICE CONTRACT WITH AQUARIUS SECURITY AGENCY ON BEHALF OF THE CITY GOVERNMENT OF BACOOR.



Republic of the Philippines Province of Cavite CITY OF BACOOR CITY ADMINISTRATOR'S OFFICE





#### ENDORSEMENT

TO:

HON, ROWENA BAUTISTA MENDIOLA

City Vice Mayor and Presiding Officer

THRU:

ATTY, KHAUD A. ATEGA, JR.

Sangguniang Panlungsod Secretary Office of the Sangguniang Panlungsod

SUBJECT:

ENDORSEMENT FOR A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE SECURITY SERVICE CONTRACT WITH

AQUARIUS SECURITY AGENCY

DATE

30 APRIL 2025

Respectfully endorsed for your tavorable consideration is the request for the passage of a Resolution authorizing Hon. Strike B. Revilla, City Mayor of Baccor. to enter into and sign, for and on behalf of the City Government of Baccor, the Security Service Contract with Aquarius Security Agency, tollowing the successful conduct of appropriate procurement procedures.

The said contract is intended to ensure the continued security and profection of government facilities, personnel, and the general public within the jurisdiction of the City Government of Baccor.

In view of the foregoing, may we request the Honorable Body to enact the necessary Resolution at the soonest possible time.

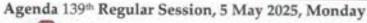
Thank you for your prompt attention and usual support.

ATTY. AIMER TORREFRANCA-NERI City Administrator



















## CITY OF BACOOR





#### SECURITY SERVICE CONTRACT

#### KNOW ALL MEN BY THESE PRESENTS:

This Security Service Contract ("Agreement") is made and entered into this day of 2025 ("Effective Date"), in the City of Bacoor, Cavite, Philippines, by and between

> AQUARIUS SECURITY AGENCY, with business address at TOP Business Center, Marawoy, Lipa City, Batangas, a private security agency duly registered and licensed by the Philippine National Police to offer and render security guards nationwide represented in this act by its President, JEREMY H. LUZ, and hereinafter called "AGENCY", President

> > -and-

CITY GOVERNMENT OF BACOOR, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor Hon. STRIKE B. REVILLA, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. Series of 2025, hereinafter referred to as the "LGU BACOOR"

"Party" shall mean AGENCY or LGU BACOOR, if applicable, while the term "Parties" shall mean AGENCY and LGU BACOOR, collectively.

WHEREAS, the LGU BACOOR is in need of engaging the services of the AGENCY for the purpose of securing and protecting its properties, assets and installations against intrusion, theft, pifferage, loss, robbery, malicious mischief, trespass, and unlawful entry through force, intimidation, threat, strategy or stealth, assault or unlawful and destructive acts by strangers or third person/s, and at all times, maintain peace and order and to respond appropriately to emergency situations which may occur or develop during the course of the AGENCY's services;

WHEREAS, security services to be provided shall extend to its officers, employees, and clients while they are within the premises and its immediate vicinity, and outside the premises when requested by LGU BACOOR for the purpose:

WHEREAS, the AGENCY is a duly licensed and bonded Security Guard Agency operating and conducting its business in accordance with RA 5487, as amended otherwise known as the "Private Security Law" and compliant with DOLE Department Order 150-16 Series of 2016 otherwise known as "Revised Guidelines Governing the Employment and Working Conditions of Security Guards and Similar Personnel in the Private Security Industry

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## CITY OF BACOOR







NOW, THEREFORE, for and in consideration of the foregoing premises, mutual covenants, and stipulations, herewith set forth, the LGU BACOOR does hereby engage the security services of the AGENCY as such, and the latter does hereby accept the responsibility under the following reciprocal and mutual terms and conditions:

#### ARTICLE I-CONSIDERATION

 in consideration of the services rendered, the LGU-BACOOR shall pay the AGENCY the total of TWENTY-SEVEN MILLION THREE HUNDRED FORTY-NINE THOUSAND SEVENTY-NINE AND 10/100 (P27,349,079.10) inclusive of all applicable taxes, provided that the following actual number of guards deployed and the salary rate per guard as indicated in the submitted bid shall be complied with by the AGENCY;

CONDITIONS OF WORK	MONTHLY PERSONNEL RATE	SUB-TOTAL
94 GUARDS: (Mondays Sundays including Holidays) To work at: 47 Public Schools of Bacoor City exclusive of VAT	P27,165.98 per guard x 94 guards	P2,553,602.12/month
Taxes and Other Charges	P543.32 per guard x 94 guards	P51,072.08/month
TOTAL MONTHLY		P2,604,674.20/month

#### ARTICLE II-CONTRACT DURATION

This Contract shall be effective for a period of TEN AND A HALF (10.5)
 CALENDAR MONTHS commencing on 16 February up to December 31, 2025, or unless sooner terminated in accordance with pertinent provisions herein stipulated or other causes provided for by applicable taws.



#### ARTICLE III-OBJECTIVE

The object of this Contract is the deployment of a total of NINETY-FOUR (94) security service personnel divided into two (2) twelve (12)-hour shifts per day, wherein (2) security personnel will be deployed at the following public schools of Baccor City:

	ELE	MENTARY SCHOOLS
1.	Aniban Central School	21. Pag-Asa Elementary School
2	Baccor Elementary School	22. Poblacion Elementary School
3.	Bayanan Elemnetary School	23. Progressive Elementary School
4.	Ciudad de Strike Integrated School	24. Queens Row Elementary School

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# CITY OF BACOOR





<ol> <li>Digman Elementary School</li> </ol>	25. Real Elementary School
Dulong Bayan     Elementary School	26. Salinas Elementary School
Gawaran Elementary     School	27. San Nicolas Elementary School
Gov PF Espiritu     Elementary School	28. Sineguelasan Elementary School
Habay Elementary     School	29. Soldiers Hill IV Elementary School
10. Ligas I Elementary School	30. Talaba Elementary School
11 Ligas II Elementary School	31 Zapote Elementary School
12 Likha Molino IV Elementary School	
13. Likha Molino IV Elementary School - Georgetown Extension	
14 Longos Elementary School	
15. Mabolo Elementary School	
16. Maliksi Elementary School	
17. Malipay Elementary School	
18 Mambog Elementary School	
19. Molino Elementary School	
20 Niog Elementary School	
JUNIOR HIGH SCHOOL	SENIOR HIGH SCHOOL
Bacoor National High School-Molino Main	SHS in Progressive, Bacoor City
Mariano Gomez     National High School	SHS within San Nicolas III, Bacoor City
Mariano Gomez     National High School- Talaba Extension	SHS Dulong Bayan

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# CITY OF BACOOR







4.	Bacoor National High School Villa Maria Annex	4.	SHS within Bacoor Elementary School
5.	Bacoor National High School-Gawaran Annex	5.	SHS within Sineguelasan Elementary School
6.	City of Baccool National High School- Salinas		
7.	City of Bacoor National High School- Georgetown		
8.	R.E.V.I.L.A. High School		
9.	Eastern Bacoor National High School		
10	City of Baccor National High School- San Nicolas		
11	City of Baccoor National High School- Springville	TOTAL	47 PUBLIC SCHOOLS IN THE CITY OF BACOOR

#### ARTICLE IV-OBLIGATIONS OF THE AGENCY

- The AGENCY shall maintain peace and order, and safeguard all Baccor public schools, officials/personnel and visitors, offices, facilities, and properties located within the premises of all these public schools or its compound from injury. damage, or loss on a 24-hour basis every day including Saturdays, Sundays and Holidays.
- The AGENCY shall deploy a required number of security guards with qualifications as required by Republic Act No.5487, otherwise known as the "Private Security Agency Law" at the above-listed Bacoor public schools based on the following Deployment Matrix: Please see attached "Annex A".
- In case the LGU BACOOR requisitions for more guards than the aforementioned number, said addition of guards shall not after the other provisions of this Contract.
- The AGENCY shall issue the following equipment for the exclusive use of its security personnel assigned at all Baccor public schools:

PARTICULAR ITEM	DESCRIPTION	NO. OF UNITS
Radio Communication (with chargers & extra battery packs)	Versa GPS Radio	45 units
Night stick		94 units
Flashight		47 units

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# CITY OF BACOOR





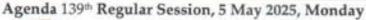


- 8. LIABILITY OF THE AGENCY It is expressly understood and mutually agreed upon by the parties hereto that the AGENCY shall be liable for any loss or damage to any property of the 47 Public Schools that occurred within its premises being guarded during a security guard's tour of work if, during an investigation conducted by representatives of the AGENCY and the LGU BACOOR, such loss or damage is attributed to the fault of the AGENCY's security guard or officer-in-charge, however, this stipulation does not apply to the following:
  - When the loss or damage occurred in an enclosed room or compartment to which the AGENCY's guards have no access;
  - Where loss or damage was due to or arising from force majeure or fortuitous event;
  - c. Where the property which was lost or damaged has been issued and registered with the COMPANY's employees and said employees are responsible and made accountable thereto:
  - d. Where the loss or damage was due to the acts, omission, or fault of the Public-School teachers or employees unless said teacher or employee were assisted by or enjoyed the connivance or cooperation of the AGENCY's assigned guards. However, if said loss or damage occurs during non-regular working days, or any other period declared as such. i.e. non-working, the AGENCY's assigned guards shall automatically be held liable for such loss or damage;
  - Where the property being guarded was kept in storage and the key or any access thereto has not been turned over to the AGENCY;
  - Where the losses can easily be concealable in pockets, bags, briefs cases, and the like, which are not subject to search;
  - 9. Where the loss or damage occurred in an area or position not specified as part of the strategic post, determined by the LGU BACOOR.
  - h. Other analogous circumstances as the above;
  - It is also expressly understood and mutually agreed upon by the same parties hereto that the AGENCY shall not be liable for damages arising out of death or injuries to the third persons, including employees of the LGU BACOOR or Public School, as a result of the enforcement of the lawful orders of the LGU BACOOR or Public School.
- 1/ 0
- That the LGU BACOOR shall, in no case, arbitrarily deduct the cost of the lost or damaged property from the billing of the agency without prior notice and consent of the latter.
- 10. The AGENCY is the employer of the security guard/s assigned to the LGU BACOOR and shall assume full responsibility for the proper conduct and efficient performance of its security guard/s in the discharge of their duties and responsibilities under this Contract, and the AGENCY hereby holds the LGU BACOOR free and harmless from any claim of whatsoever nature the security guard might make, which may or may not be in connection with the performance of their duties under this Contract.
- 11. INVENTORY The Bacoor Public School and the AGENCY when appropriate and necessary, shall make a list of all areas and properties to be guarded and protected, specifying in detail in said list the quantity, location, and condition of the properties as of the time the AGENCY undertakes their safeguarding.

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## CITY OF BACOOR







It is understood that the AGENCY shall not be liable for the loss or damage to property/areas not appearing in the inventory of the list herein abovementioned, except when the existence of the property in question in the premises was registered or made known (in writing) to the AGENCY's guard or representative.

- 12. MOVEMENT OF GUARDED PROPERTIES The AGENCY shall be informed in advance of any movement or transfer of school property, wherever such movement or transfer is done within the SCHOOL'S premises or from inside the premises to outside thereof, or from the outside into the SCHOOL'S premises.
- 13. SECURITY SURVEY The LGU BACOOR and the Public Schools shall allow the AGENCY to conduct from time to time, a physical security survey of the SCHOOL's properties registered under paragraph 10 of this contract to determine the necessity of instituting new measures to improve existing security arrangements.
- 14. PAYMENT The LGU BACOOR shall pay the AGENCY, for the services rendered, the contract price which is payable within ten (10) working days upon the receipt of the billing invoice from the office of the AGENCY or to be collected by the designated AGENCY collection officer.
- 15. GUARDS ARE EMPLOYEES OF THE AGENCY The AGENCY is the sole employer of its guards and for this reason, the LGU BACOOR shall not be liable for their salaries, wages, and other remunerations provided for under the Labor Code, other laws, decrees of legislation or for their registration as members under the Social Security System.
- 16. DISCIPLINE The AGENCY assumes full responsibility for the proper conduct and efficient performance of its security guards in the discharge of their duties and responsibilities under the Contract and the AGENCY hereby holds the LGU BACOOR and its Public Schools free and harmless from any claim that the security guards might make in connection with the performance of their work under this Contract.
- 17. REPLACEMENT OF GUARDS The LGU BACOOR reserves the right to transfer any security guard assigned in one public school to another or remove him from any assignment after being found to be lacking in discipline, integrity, moral character, and aptitude, or after having been involved in the commission of a crime or violation of laws or ordinances.
- 18. OPERATING PROCEDURES It is understood that the AGENCY can promulgate its own rules and procedures regarding the performance of the duties of its guards under this contract, provided that such rules and procedures are not in conflict with the terms and conditions of this contract. It is further agreed that only the supervisors named by the AGENCY shall have operational control over the guards furnished by the AGENCY.
  - VENUE OF ACTIONS It is mutually agreed upon between the parties hereto
    that all legal actions arising out of this contract shall be filed only in the proper
    courts of Lipa City or Bacoor City, at the option of the plaintiff.

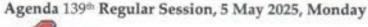
#### ARTICLE V-MISCELLANEOUS PROVISIONS

Prior to the signing of this contract, the AGENCY shall be required to post a
Performance Bond in the amount of not less than SEVEN MILLION ONE
HUNDRED TWENTY-SEVEN THOUSAND THREE-HUNDRED NINETY-ONE

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# CITY OF BACOOR







and 89/100 (P 7,127,391.89/100) PESOS. If the AGENCY shall post such Bond through a Surety Company, the same Bond must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue and financially capable to cover such amount stated in the Bond.

- a. The Performance Bond shall be valid for the same Ten and Half (10.5) month period from February 15, 2025, up to December 31, 2025, and shall be forfeited in favor of LGU BACOOR in case the AGENCY fails to comply with the terms and conditions of this Contract.
- Should the amount forfeited be not sufficient to cover losses, damages, and liabilities incurred due to the fault of the AGENCY. the latter shall pay the remaining balance.

onBacoor City, Ca	parties have hereunto set their hand wite.
CITY GOVERNMENT OF BACOOR By:	AQUARIUS SECURITY AGENCY
Hon. STRIKE B. REVILLA  City Mayor  City Resolution No.  Series of 2025	JEREMY H. LUZ President

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI City Administrator

MILA BAUTISTA

#### **ACKNOWLEDGMENT**

Republic of the Philippines) Bacoor City, Cavite ) S.S. BEFORE ME, this day of 2025 at Bacoor City, Cavite personally appeared the following Name ID No. Date/Place Issued Strike B. Revilla Jeremy H. Luz

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# CITY OF BACOOR







Known to me to be the same person who executed the Security Service Contract, and they acknowledge to me the same is their free and voluntary act or deed. This instrument, consisting of seven (7) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by all the persons and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

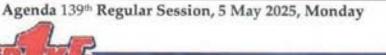
Page No.\_\_\_ Book No.\_ Series of 2025

(SE	PLOYMENT MATRIX CURITY SERVICES FOR FEBRUARY 16-D	ecember 31	2025)	Annex "A"
#	ELEMENTARY SCHOOL	Day shift	Night shift	TOTAL
1	Aniban Central School	1	1	2
2	Bacoor Elementary School	1	1	2
3	Bayanan Elemnetary School	1	1	2
4	Ciudad de Strike Integrated School	1	1	2
5	Digman Elementary School	1	1	2
6	Dulong Bayan Elementary School	1	1	2
7	Gawaran Elementary School	1	1	2
8	Gov PF Espiritu Elementary School	1	1	2
9	HabayElemantary School	1	1	2
10	Ligas I Elementary School	1	1	2
11	Ligas II Elementary School	1	1	2
12	Likha Molino IV Elementary School	1	1	2
13	Likha Molino IV Elementary School -	1	1	2
	Georgetown Extension			300
14	Longos Elementary School	1	1	2
15	Mabolo Elementary School	1	1	2
16	Maliksi Elementary School	1	1	2
17	Malipay Elementary School	1	1	2
18	Mambog Elementary School	1	1	2
19	Molino Elementary School	1	1	2
20	Niog Elementary School	1	1	2
21	Pag-Asa Elementary School	1	1	2
22	Poblacion Elementary School	1	1	2
23	Progressive Elementary School	1	1	2
24	Queens Row Elementary School	1	1	2
25	Real Elementary School	1	1	2
26	Salinas Elementary School	1	1	2
27	San Nicolas Elementary School	1	1	2
28	Sineguelasan Elementary School	1	1	2
29	Soldiers Hill IV Elementary School	1	1	2
30	Talaba Elementary School	1	1	2
31	Zapote Elementary School	1	1	2
	JUNIOR HIGH SCHOOL			0
32	Baccor National High School-Molino Main	1	1	2
33	Mariano Gomez National High School	1	1	2
35	Mariano Gomez National High School-	4	1	2

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# CITY OF BACOOR







	Talaba Extension			
35	Baccor National High School Villa Maria Annex	1	1	2
36	Bacoor National High School-Gawaran Annex	1	1	2
37	City of Baccor National High School- Salinas	3	1.	2
38	City of Baccor National High School- Georgetown	1	1	2
39	R.E.V.I.L.LA. High School	1	100	2
40	Eastern Bacoor National High School	1	1	2
41	City of Baccor National High School-San Nicolas	1	1	2
42	City of Baccor National High School- Springville	4	1	2
	SENIOR HIGH SCHOOL			0
43	SHS in Progressive, Bacoor City	1	1	2
44	SHS within San Nicolas III, Bacoor City	1	1	2
45	SHS Dulong Bayan	1	1	2
46	SHS within Bacoor Elementary School	1	1	2
47	SHS within Sineguelasan Elementary School	1	1	2
	TOTAL	47	47	0.6



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