



PROJECT: Hiring of Highly Technical Consultant for the Study on the SDO Reclassification
CONTRACT NO.: 2024-BHROD1(003)-BIV-NPHTC049-C293

CONTRACT

THIS CONTRACT made and entered into this 21st day of January 2025 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **WILFREDO E. CABRAL** as per DepEd Order No. 17, s. 2024, dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **BOBBY JONES V. DOMDOM**, of legal age, Filipino, and with address at 36A Payna Street, Project 7, Veterans Village, Quezon City (hereinafter referred to as the "**CONSULTANT**").

DEPED and the **CONSULTANT** are collectively called **PARTIES**.

WHEREAS, under Section 53.7 of Republic Act (RA) No. 9184 and its 2016 Revised Implementing Rules and Regulations (RIRR), negotiated procurement for Highly Technical Consultants (HTCs) may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary, or primarily confidential or policy determining;

WHEREAS, **DEPED**, through the Bureau of Human Resource and Organizational Development, pursuant to the approved Resolution to Engage Consultant No. 2024-BHROD1(003)-BIV-NPHTC-049 dated 6 November 2024, on the hiring of a Highly Technical Consultant who shall perform work that cannot be performed by regular personnel of **DEPED**, engages the services of the **CONSULTANT** for the aforementioned purpose.

NOW, THEREFORE, PREMISES CONSIDERED, the **PARTIES** hereby agree as follows:

1. CONTRACT DOCUMENTS

The following documents shall be deemed to form and be read and construed as part of this Contract, *viz*:

- a. Resolution to Engage Consultant No. 2024-BHROD1(003)-BIV-NPHTC-049 dated 6 November 2024 and all its attachments;
- b. Notice of Award; and
- c. Terms of Reference.

2. DURATION OF ENGAGEMENT

The **CONSULTANT** shall perform the required services for a period of SIX (6) MONTHS upon his or her receipt of the Notice to Proceed (NTP). Extension of the period may be allowed on justifiable grounds as determined by and subject to the approval of **DEPED**, provided that it shall

MARLOU M. MEDINA
Witness

B. J. DOMDOM
BOBBY JONES V. DOMDOM
CONSULTANT

CECILIA G. TIAMSON
DEPED's Witness

W. E. CABRAL
Usec. WILFREDO E. CABRAL
DEPED

be at no additional expense to **DEPED**, other than what is stipulated in this Contract.

3. TERMS OF REFERENCE

The **CONSULTANT** shall perform the following:

PHASE I – Policy Preparation, Problem Analysis and Diagnosis

- a. Review the relevance and effectiveness of Implementing Rules and Regulations of Republic Act 9155 or the “Governance of Basic Education Act of 2001” Section 1 and 2, relative to the creation and maintenance of school division office, school districts and schools. Include the assessment of the impact of DepEd Rationalization Plan through the implementation of DO 52. S, 2015.
- b. Review other significant policies and legal bases related to SDO structure, size reclassification, workforce management and job descriptions.
- c. Evaluate the existing manpower complement, staffing standards, office functions and job descriptions that might affect the performance of functions in the SDO and schools district level.
- d. Provide valuable guidance in drafting a DepEd Order that includes a policy proposal summary, the policy content, and its financial impact.

Output: A comprehensive workplan for drafting the policy on schools division size reclassification, proposed SDO structure, and job descriptions. This output will include the research design, methodology, and gap analysis findings. An executive briefing on the project will also be conducted. Additionally, the work plan will be based on existing documents and issuances from BHRD-OED.

PHASE II – Policy Content Writing (Consultation, Coaching, Workshop/Write shop)

- a. Offer input and technical support in addressing issues related to the drafting of policies on SDO size reclassification and proposed SDO structure, manpower complements and job descriptions.
- b. Provide guidance for conducting policy consultations and workshops with stakeholders relative to data gathering and validation procedures.
- c. Provide guidance to program focal persons and technical working group on effective communication strategies and techniques in design, implementation, monitoring and evaluation of the programs and projects related to the policies and program of work.
- d. Lead the analysis of data gathered from relevant activities, develop, and write policies and provide outputs related to SDO size reclassification, proposed SDO structure, manpower complements and job descriptions.
- e. Submit and present initial draft policy proposal with financial implications, complete staff work on SDO size reclassification, SDO


MARLON M. MEDINA
Witness


BOBBY JONES V. DOMDOM
CONSULTANT


CECILIA G. TIAMSON
DEPED's Witness


Usec. WILFREDO E. CAERAL
DEPED

structure, corresponding manpower complement, and draft job descriptions.

Output: Drafted policy content, policy proposal summary, CSW on SDO size reclassification, SDO structure, corresponding manpower complement and draft SDO job descriptions. This output includes results of analysis from SDO processes, existing staffing pattern, focus group discussion, consultations and workshops conducted with DepEd stakeholders and existing legal issuance.

PHASRE III – Policy Approval

- a. Participate and provide technical support in the final consultation and collaboration with field offices and other stakeholders regarding the finalization of SDO size reclassification policy proposal, revised SDO structure, corresponding manpower complement, and updated SDO job descriptions. Act as a resource person for the TWG.
- b. Guide the process owner and assist in communicating to the DepEd Executive Committee the revised policy and other deliverables to obtain buy-in and approval of the top management.
- c. Submit final deliverables and provide the process owner with an appropriate policy implementation plan that includes accountable units, timeframe, budget, and budget source of the policy proposal.

Output: Final Report on SDO Size Reclassification, Proposed Revised Structure and Staffing Pattern, and Updated Job Descriptions. This output involves the completion and consolidation of all deliverables, resulting in a DepEd Order for SDO Size Reclassification, a revised SDO structure and staffing pattern, and updated SDO job descriptions.

4. PAYMENT

DEPED shall, subject to existing disbursement, accounting, and auditing rules and procedures, pay the services of the **CONSULTANT** in the total amount of **PHILIPPINE PESOS FOUR HUNDRED EIGHTY THOUSAND AND 00/100 (PhP480,000.00) ONLY** inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount (PhP)
Highly Technical Consultant	Six (6) Months	80,000.00 per month
Total (PhP)		480,000.00

Payment shall be made on a monthly basis and subject to submission of accomplishment reports, outputs, and/or deliverables by the **CONSULTANT** to justify payment as provided under the Terms of

Markon Bedina
MARKON M. MEDINA
Witness

B. Jones
BOBBY JONES V. DOMDOM
CONSULTANT

CECILIA C. TAMSON
CECILIA C. TAMSON
DEPED's Witness

W. Cabral
Usec. WILFREDO E. CABRAL
DEPED

Reference, which is hereto attached as Annex "A" and made an integral part hereof.

5. INTELLECTUAL PROPERTY RIGHTS

All deliverables, studies, reports, or other materials, prepared by the **CONSULTANT** for **DEPED** under this Contract, including the intellectual property rights thereto, shall belong to and remain the exclusive property of **DEPED** and shall not be used by the **CONSULTANT** for any purpose other than what is stipulated under this Contract. Immediately upon completion or termination of this Contract, the **CONSULTANT** shall return all copies, files, materials, records, notes, other written, printed, tangible or intangible materials (soft and hard copies), and any other property in the **CONSULTANT**'s possession that belong or relate to the interest of **DEPED**.

6. CONFIDENTIALITY

The **CONSULTANT** acknowledges that this Contract is dependent on the trust and confidence reposed on him or her by **DEPED**. The **CONSULTANT** also acknowledges that, in the course of carrying out his or her duties under this Contract, he or she may receive, be furnished with, or become privy to confidential matters concerning the transactions of **DEPED** and/or sensitive discussions with or between any **DEPED** official (the "Confidential Information"). The **CONSULTANT** shall hold and maintain all Confidential Information relative to **DEPED** in the strictest confidence for the sole and exclusive benefit of **DEPED** and the **CONSULTANT** shall carefully restrict access to Confidential Information to third parties without consent from **DEPED** through the Supervising Undersecretary and/or the Secretary. This confidentiality shall survive the term of this Contract.

7. EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that this Contract does not create an employer-employee relationship between **DEPED** and the **CONSULTANT**; that the services rendered hereunder by the **CONSULTANT** are not considered and will not be credited as government service; and that the **CONSULTANT** is not entitled to benefits enjoyed by regular personnel of **DEPED** unless otherwise provided by law.

8. LIQUIDATED DAMAGES

If the **CONSULTANT** fails to satisfactorily perform his or her services within the period(s) specified in the Contract inclusive of duly granted time extensions, if any, **DEPED** will, without prejudice to other remedies under the Contract and applicable laws, deduct from the Contract Price, as liquidated damages, the applicable rate of one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until the actual performance of services required. Once the liquidated damages amount to ten percent (10%) of the Contract Price, then **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

Marlon Medina
MARLON M. MEDINA
Witness

B. Jones
BOBBY JONES V. BOMDOM
CONSULTANT

Cecilia G. Tamison
CECILIA G. TAMISON
DEPED's Witness


Wilfredo E. Cabral
Usec. WILFREDO E. CABRAL
DEPED

9. SETTLEMENT OF DISPUTES

The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to RA No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

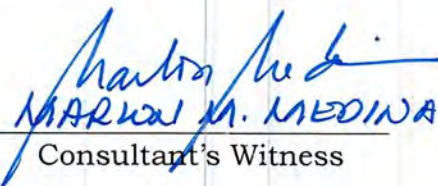
SIGNED, SEALED AND DELIVERED BY:


WILFREDO E. CABRAL
Undersecretary for
Bureau of Human Resource and
Organizational Development
Department of Education


BOBBY JONES V. DOMDOM
Consultant

SIGNED IN THE PRESENCE OF:


CECILIO G. TIAMSON
Project Evaluation Officer IV
DepEd's Witness
Officer-in-Charge, Org. Effectiveness Div.


MARKWAL M. MEDINA
Consultant's Witness

CERTIFIED FUNDS AVAILABLE: ₱480,000.-


MA. RHUNNAL L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S


PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the PASIG CITY, Philippines, this ____ day of 21 JAN 2025 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)


WILFREDO E. CABRAL
Undersecretary for
Human Resource and Organizational
Development
DEPED

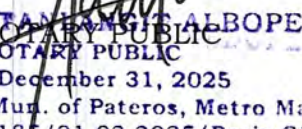
Driver's License No.:
D05-97-024704

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the party hereto.

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

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Page No. 20
Book No. X(4)
Series of 2024


ATTY. NEIL TAN ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and Mun. of Pateros, Metro Manila
PTR No. 2656185/01-02-2025/Pasig City
Roll of Attorney No. 76228
IBP No. 479644/11-29-2024
MCLE No. VIII-0014734 valid until April 14, 2028
G/F Temporary Pasig City Hall, Bridgetowne Blvd.,
Rosario, Pasig City
TIN No. 242-007-260-000
Appointment No. 58 (2024-2025)
Cellphone No. 0977-634-4229

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the PASIG CITY,
Philippines, this ____ day of 21 JUN 2024 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

BOBBY JONES V. DOMDOM
Consultant

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of seven (7) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the party hereto.

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ATTY. NEIL TANLANGIT ALBOPERA

NOTARY PUBLIC

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