



NOTICE TO PROCEED

Date: April 21, 2025

Mr. HAROLD MASILANG
Pinnacle Technologies, Inc.
52 8th Avenue, West Grace Park,
Caloocan City, Metro Manila
5338-8888 | 8961-9999 | 8990-0000 | 0918-9850075
hmasilang@pinnacleasia.com

Dear Mr. Masilang:

Following the approval of the attached Contract, this notice serves to inform you that you may now proceed with the project titled **"Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses,"** effective upon receipt of this notice.

Upon acknowledging receipt, you are required to perform the services outlined in the Agreement and in accordance with the Implementation Schedule.

Please confirm your receipt and acceptance of this notice by signing both copies in the designated spaces below. Kindly retain one copy for your records and return the other to the Chair of the Bids and Awards Committee.

We look forward to your prompt action in moving the project forward.

Very truly yours,
By Authority of the Board of Regents


BERT J. TUGA
President

I acknowledge receipt of this Notice on (date of receipt) 04-22-25

Name of the Representative of the Bidder: HAROLD MASILANG

Authorized Signature: 



PROJECT: Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses

CONTRACT NO: 25-03-0087

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

CALOOCAN CITY APR 22 2025

THIS AGREEMENT, made the _____ day of _____, 2025 between the PHILIPPINE NORMAL UNIVERSITY (PNU) of the Philippines represented herein by its President Dr. BERT J. TUGA, with Office address at PNU, Taft Avenue, City of Manila, hereinafter called the "ENTITY" of the one part and PINNACLE TECHNOLOGIES, INC. represented by its Authorized Representative, Mr. HAROLD MASILANG, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at #52 8th Avenue, West Grace Park, Caloocan City, Metro Manila, hereinafter called the "SUPPLIER" of the other part.

WHEREAS, PNU, through the Management Information System Office (MISO), intends to procure Next Generation Firewall (NGFW) Appliance to protect the PNU campuses information systems, network infrastructure, database, desktop and laptop computers from cyber threats (phishing, hacking, ransomware, malware, viruses etc.) and in compliance to RA 10173 or Data Privacy Act of 2012.

WHEREAS, a NGFW Appliance is a network security device offering advanced cyber threat protection. Unlike traditional firewalls, NGFWs incorporate features such as deep packet inspection, intrusion prevention, application control, and threat intelligence to provide a more comprehensive security solution.

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses (GD 2025-02-032) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Two Million Nine Hundred Eighty Thousand pesos (P 2,980,000.00), hereinafter called the "CONTRACT PRICE".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;



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Taft Avenue, Manila

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (c) Performance Security;
- (d) Notice of Award of Contract; and the Bidder's conforme thereto; and
- (e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Two Million Nine Hundred Eighty Thousand pesos (P 2,980,000.00)** or such other sums as may be ascertained, **Pinnacle Technologies, Inc.** agrees to **Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses** in accordance with his/her/its Bid.
4. The **Philippine Normal University** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

WHEREAS, the **CONTRACTOR** has offered his services to **ENTITY** and the latter is willing to accept the services of the former under such terms and conditions prescribed under this contract.

WHEREAS, the following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effect, the rights and obligations of the parties as if the documents were set forth in full, except as otherwise modified by mutual agreement in writing of both parties, to wit;

- Annex "A" Settlement of Disputes
- Annex "B" Termination of Contracts

This Agreement becomes binding and valid upon approval by the proper authorities.


RISSA MAE J. TULAGAN
WITNESS


HAROLD MASILANG
SUPPLIER


LORDINJO A. VERGARA
VPFA


BERT J. TUGA
PRESIDENT



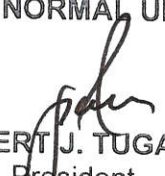
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PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila


IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


PINNACLE TECHNOLOGIES, INC.

**REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY**


HAROLD MASILANG
Authorized Representative


BERT J. TUGA
President


RISSA MAE J. TULAGAN
Authorized Representative
Witness


LORDINIO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS


RONNIE B. PAGAL
Accountant IV

(101-158)
4/3/25



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA) S.S.

CALOOCAN CITY

ACKNOWLEDGEMENT

CALOOCAN CITY APR 22 2025

BEFORE ME, a Notary Public this _____ day of _____ 2025 at the City of Manila, personally appeared:

- Name
1. BERT J. TUGA
2. HAROLD MASILANG

Gov't. ID No./CTC Issued On/At
P0112658 0 Feb. 18, 2019 / Manila
UM ID# 0111-6987947-2

Known to me and to me known to be the same persons who executed the CONTRACT together with the ANNEXES consisting of seven (7) pages including this page of acknowledgement and they acknowledged to me that the same is their free and voluntary act and deed, as well as the free act and deed of the entities they represent respectively.

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

NOTARY PUBLIC
Until 31 December 2025
PTR No. _____

Doc No. 189
Page No. 39
Book No. 113
Series of 2025

Atty. Arsenio P. Alilam
ATTY. ARSENIO P. ALILAM
NOTARY PUBLIC in CALOOCAN CITY
NC # 478 Until December 31, 2025
PTR # CAL 2443512 / CAL CITY / 1-2-2025
IBP # 511540 / 12-26-2024 / PASIG CITY
MCLE # VIN-0019656 / 1-14-25 UNTIL 4-14-29
ROLL # 36281
Unit O, 2nd FLR. MLA BULLETIN BLDG
10th Ave., Caloocan City/Tel. 8425-33-41



ANNEX A: SETTLEMENT OF DISPUTES

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Appeals

The arbitral award and any decision rendered in accordance with the foregoing Section shall be appealable by way of a petition for review to the Court of Appeals. The petition shall raise pure questions of law and shall be governed by the Rules of Court.



RISSA MAE J. TULAGAN
WITNESS



HAROLD MASILANG
SUPPLIER



LORD NICA VERGARA
VPFA



BERIO J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUND FOR TERMINATION OF CONTRACTS

A. Termination for Default

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
 - i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - v. sub-lets any part of the contract works without approval by the Procuring Entity.

B. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

C. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier/Contractor/Consultant.

RISSA MAE J. TULAGAN
WITNESS

HAROLD MASILANG
SUPPLIER

LORDINIO A. VERGARA
VPEA

BERT J. TUGA
PRESIDENT



D. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by Contractor/Consultant

The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

RISSA MAEL TULAGAN
WITNESS

HAROLD MASILANG
SUPPLIER

LORDINIO A. VERGARA
VPEA

BERT J. TUGA
PRESIDENT



NOTICE OF AWARD

March 28, 2025

Mr. HAROLD MASILANG
Pinnacle Technologies, Inc.
52 8th Avenue, West Grace Park,
Caloocan City, Metro Manila
5338-8888 | 8961-9999 | 8990-0000 | 0918-9850075
hmasilang@pinnacleasia.com

Dear Mr. Masilang:

We are pleased to inform you that, following the findings of the Bids and Awards Committee, the contract for the **Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses** is hereby awarded to **Pinnacle Technologies, Inc.** pursuant to BAC Resolution No. **GD 2025-02-032c** dated **March 28, 2025**.

Accordingly, notice is given that the contract for the procurement of the project will be awarded to **Pinnacle Technologies, Inc.** for the total amount of **Two Million Nine Hundred Eighty Thousand pesos (₱2,980,000.00)**, subject to the submission of a Performance Security within ten (10) calendar days from the receipt of this notice. The Performance Security must remain valid until the issuance of the Certificate of Acceptance and can be provided in any of the following forms:

- a. Cash or cashier's/manager's check issued by a universal or commercial bank, or bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank. If issued by a foreign bank, it must be confirmed or authenticated by a universal or commercial bank. The amount required is five percent (5%) of the total contract price, equivalent to ₱149,000.00.
- b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission, equivalent to thirty percent (30%) of the total contract price, or ₱894,000.00.

This is in compliance with the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to submit the required Performance Security within the specified period will result in the cancellation of the award and the forfeiture of the bid security.



Taft Ave. cor. Ayala Blvd., Ermita, Manila

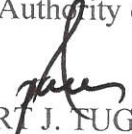


(+632) 5317-1768 loc. 731



bac.secretariat@pnu.edu.ph

Very truly yours,
By Authority of the Board of Regents:


BERT J. FUGA
President

Conforme:


Name of Authorized Representative

04-14-25
Date



**BAC Resolution Declaring the Single Calculated and Responsive Bidder and
Recommending Approval**

Resolution No. GD 2025-02-032c

WHEREAS, the Philippine Normal University, in compliance with Republic Act No. 9184, posted and advertised the Invitation to Bid for the **Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses** from February 25-March 17, 2025, through PhilGEPS, the PNU BAC Bulletin Board, and the PNU Website, with an approved budget of **Three Million pesos and 00/100 only (₱ 3,000,000.00)** for the contract;

WHEREAS, a **Pre-Bid Conference** was held on **March 4, 2025 (Tuesday)**, at the Pedro T. Orata Hall (Room 103), attended by two (2) interested suppliers, as follows:

- 1. **Unison Comp. Systems**, represented by Mr. Jeffrey Unabia
(jeffrey.unabia@unison.com.ph)
- 2. **Pinnacle Technologies, Inc.**, represented by Mr. Harold Masilang
(jmasilang@pinnaccleasia.co)

WHEREAS, the Technology-Related Bids and Awards Committee (TR-BAC) scheduled and conducted the **Opening of Bids** on **March 17, 2025 (Monday)** at 9:00 A.M. at the Pedro T. Orata Hall (Room 103);

WHEREAS, during the Opening of Bids, only one (1) supplier, **Pinnacle Technologies, Inc.**, purchased the Official Bid Documents and submitted a bid;

WHEREAS, the summary of the Opening of Financial Bids is as follows:

ITEM	Bidder/s	Bid Amount	Remarks
1 Lot - Supply, Delivery, Installation and Configuration of the Next Generation Firewall (NGFW) Appliance for the PNU Campuses (ABC: (₱ 3,000,000.00)	Pinnacle Technologies, Inc.	2,980,000.00	Eligible

WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Pinnacle Technologies, Inc.** complied with and satisfied all the requirements outlined in Section VII, Technical Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, the Financial Bid of **Pinnacle Technologies, Inc.**, amounting to **Two Million Nine Hundred Eighty Thousand pesos (₱ 2,980,000.00)**, with a variance of 0.667% (₱ 20,000.00) from the Approved Budget for the Contract (ABC), was declared the Single Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 5317-1768 loc. 737 / 738

WHEREAS, on **27 March 2025 (Thursday)**, the TR-BAC, in coordination with the Technical Working Group (TWG) and BAC Secretariat, conducted a Post-Qualification assessment of the submitted bids by **Pinnacle Technologies, Inc.**, which was found to have complied with all the requirements and conditions specified in the bidding documents, thereby passing the Post-Qualification process after the bid documents were verified, validated, and ascertained;

WHEREAS, upon careful examination, verification, and validation of the eligibility, technical, and financial requirements submitted by **Pinnacle Technologies, Inc.**, its bid amounting to **Two Million Nine Hundred Eighty Thousand pesos (₱ 2,980,000.00)** was found to be responsive; and

NOW, THEREFORE, WE, the Members of the TR-BAC do hereby **RESOLVE** as it is hereby **RESOLVED**:

- a. That **Pinnacle Technologies, Inc.** is hereby declared the Single Calculated Responsive Bidder, with a total bid amount of **Two Million Nine Hundred Eighty Thousand pesos (₱ 2,980,000.00)**;
- b. That, in accordance with PNU Special Order No. 281, Series of 2024, dated 31 July 2024, the BAC recommends to the Head of the Procuring Entity (HoPE) the award of the contract as outlined in this BAC Resolution; and
- c. That a **Notice of Award (NOA)** be issued to **Pinnacle Technologies, Inc.**, upon adoption and approval of this BAC Resolution.

RESOLVED, via online referendum this 28th day of March 2025.



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 5317-1768 loc. 737 / 738

BIDS AND AWARDS COMMITTEE

Resolution No. GD 2025-02-032c

TERESITA T. RUNGDUIN
Chair

MARIVILLA LYDIA B. AGGARAO
Member

JOHN P. NATIVIDAD
Vice-Chair

MARK ANTHONY Q. AMUL
Member

ERWIN R. CALLO
Member/End-User

JENNY C. MALITAO
Member

JOEMAR D. SAJONA
Member

ROXAN C. ORMITA
Technical Representative

APPROVED

BERT J. TUGA
University President