Republic of Philippines

DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website http://www.DepEd.gov.ph

PROJECT: **Supply and Delivery of One-Year Subscription for DepEd Commons for Unlimited Users with Support Services**

CONTRACT NO.: **2020c-BLR4(005)-BII-CB009-C028**

CONTRACT AGREEMENT

DEC 2 8 2020

THIS AGREEMENT made and entered into this _____ day of _____ 2020 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **DIOSDADO M. SAN ANTONIO,** as per Department Order No. 67, s. 2016 (hereinafter referred to as "**DepEd**"); and **INTELIMINA SYSTEMS, INC.,** represented herein by its CEO and President, **DELIA SILORIO-RUIZOL,** with office address at Unit 305 Prince David Condominium, Katipunan Avenue, Loyola Heights 1108, Quezon City, Philippines, (hereinafter referred to as "**INTELIMINA SYSTEMS, INC.**").

DepEd and **INTELIMINA SYSTEMS, INC.** are collectively called "**PARTIES.**"

***WHEREAS,* DEPED** invited bids for the supply and delivery of one-year subscription for DepEd Commons for unlimited users with support services consisting of one (1) lot, and received bids from three (3) bidders; **DepEd** opened, read, and evaluated the bids of the three (3) bidders; after evaluation, **DepEd** post-qualified and declared the bid of **INTELIMINA SYSTEMS, INC.** as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS THIRTY-TWO MILLION, SEVENTY-SIX THOUSAND, EIGHT HUNDRED and 00/100 (PhP32,076,800.00) ONLY**, (hereinafter called the "**Contract Price**") detailed as follows;

Lot No.	Project Description	Total Amount
1	LEARNING RESOURCE PORTAL MODULE ONE YEAR UNLIMITED USERS SUBCRIPTION WITH SUPPORT SERVICES TO SUPPORT AND SERVE THE DEPED COMMONS PORTAL	**Php32,076,800.00**

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;

Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ATTY. ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO
Department of Education

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 part of this Agreement, viz:

   i. Philippine Bidding Documents (PBDs);
      a. Schedule of Requirements;
      b. Technical Specification;
      c. General and Special Conditions of the Contract; and
      d. Bid Bulletin No. 1 dated 2 November 2020 and Bid Bulletin No. 2 dated 8 November 2020.

   ii. **INTELIMINA SYSTEMS, INC.**'s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
   iii. Performance Security;
   iv. Notice of Award of Contract and **INTELIMINA SYSTEMS, INC.'s** conforme thereto; and
   v. Other contract documents that may be required by existing laws and/or DepEd in the PBDs. **INTELIMINA SYSTEMS, INC.** 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 Order, and warranty Security, shall form part of the Contract.

3. The goods and services referred to in this **Contract** shall be delivered to **DepEd** in the following manner:

Milestone 1	Submission of NDA and software certificate for one (1) year subscription with unlimited users	Five (5) Calendar Days from Notice to Proceed
Milestone 2	Delivery of enhancements, customization, UAT completion report, and approval of the SLA	Twenty (20) Calendar Days from Notice to Proceed
Milestone 3	Full turnover of system documentation.	Four (4) Months from Notice to Proceed

4. **INTELIMINA SYSTEMS, INC.** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **INTELIMINA SYSTEMS, INC.** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **INTELIMINA SYSTEMS, INC.** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;

ROWENA SUSON D
Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO ATTY.
Department of Education

5. The works and services to be performed under this **Contract** should conform to Section VII. Technical Specifications and standards mentioned in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the Terms of Reference as offered, evaluated and approved by **DepEd** during the evaluation of proposals.

6. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **INTELIMINA SYSTEMS, INC., INTELIMINA SYSTEMS, INC.** hereby covenants to provide all of the incidental and additional services as specified in the SCC Clause 1 and Section VI. Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;

7. **INTELIMINA SYSTEMS, INC.** shall deliver the goods to the project site – DepEd Central Office unless otherwise instructed by **DepEd**. Goods delivered to another project site other than DepEd Central Office without **DepEd's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Contract;

8. In case **INTELIMINA SYSTEMS, INC.** encounters condition(s) impeding timely delivery of the goods, **INTELIMINA SYSTEMS, INC.** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **INTELIMINA SYSTEMS, INC.** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

9. The **Contract Price** shall be paid to **INTELIMINA SYSTEMS, INC.** in accordance with the following disbursement procedures:

    9.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;

    9.2. **INTELIMINA SYSTEMS, INC.** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **INTELIMINA SYSTEMS, INC.**, as approved by the duly authorized representative of **DepEd**, that the items have been delivered. Other documents in support of a request for payment may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures;

    9.3. Subject to the recoupment of the advance payment contemplated in Clause 9.1 above, payment shall be made to **INTELIMINA**

Intelimina Systems, Inc.'s Witness

DELIA GLORIO-RUIZOL
Intelimina Systems, Inc.

DIOSDADO M. SAN ANTONIO ATTY. ARIZ DELSON ACAY D. CAWILAN
Department of Education — DEPED's Witness

SYSTEMS, INC. as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DepEd**, in the following manner or terms of payment:

Milestone 1	Submission of NDA and software certificate for one (1) year subscription with unlimited users.	30% of the Contract Price
Milestone 2	Delivery of enhancements, customization, UAT completion report, and approval of the SLA.	40% of the Contract Price
Milestone 3	Full turnover of system documentation.	30% of the Contract Price

10. **INTELIMINA SYSTEMS, INC.** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **INTELIMINA SYSTEMS, INC.**, or collect from any of the securities or warranties posted by the **INTELIMINA SYSTEMS, INC.**, whichever is convenient to **DepEd**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DepEd** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

11. 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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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:

DIOSDADO M. SAN ANTONIO
Undersecretary
DEPARTMENT OF EDUCATION

DELIA SILORIO-RUIZOL
Authorized Representative
INTELIMINA SYSTEMS, INC.

ROLANDO SUORO
Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ATTY. ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO
Department of Education

SIGNED IN THE PRESENCE OF:

ATTY. ARIZ DELSON ACAY D. CAWILAN
DepEd's Witness

ROLWOOD SUOMO
INTELIMINA SYSTEMS, INC.'s Witness

APPROVED BY:

LEONOR MAGTOLIS BRIONES
Secretary
DEPARTMENT OF EDUCATION

CERTIFIED FUNDS AVAILABLE: ₱32,076,800.-

CHOLITA F. TIONG
Accountant IV
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a **Notary** Public in and for QUEZON CITY, Philippines, this 6 day of DEC 2 8 2020 2020 personally appeared:

NAME	GOVERNMENT ISSUED ID *(Number, Issued On, Issued By)*
DIOSDADO M. SAN ANTONIO *Undersecretary* Department of Education	
DELIA SILORIO-RUIZOL *Authorized Representative* **INTELIMINA SYSTEMS, INC.**	P7704861A 27 JUN 2018/ DFA MANILA

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 343;
Page No. 69;
Book No. 211;
Series of 2020.

NOTARY PUBLIC

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sct. Borromeo St. Q.C.
IBP AR No. 13154868; QC1-2-2020
PTR No. 9269808 ; QC 1-2-2020
MCLE VI-0022012; 4-14-22

ROLANDO SILORIO
Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ATTY. ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO
Department of Education

Republic of Philippines
DEPARTMENT OF EDUCATION
DepEd Complex, Meralco Avenue, Pasig City
Trunk Line (02) 632-13-61, Website http://www.DepEd.gov.ph

PROJECT: **Supply and Delivery of One-Year Subscription for DepEd Commons for Unlimited Users with Support Services**

CONTRACT NO.: **2020c-BLR4(005)-BII-CB009-C028**

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this DEC 2 8 2020 day of _____ **2020** by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Undersecretary, **DIOSDADO M. SAN ANTONIO,** as per Department Order No. 67, s. 2016 (hereinafter referred to as **"DepEd"**); and **INTELIMINA SYSTEMS, INC.,** represented herein by its CEO and President, **DELIA SILORIO-RUIZOL,** with office address at Unit 305 Prince David Condominium, Katipunan Avenue, Loyola Heights 1108, Quezon City, Philippines, (hereinafter referred to as **"INTELIMINA SYSTEMS, INC."**).

DepEd and **INTELIMINA SYSTEMS, INC.** are collectively called **"PARTIES."**

***WHEREAS,* DEPED** invited bids for the supply and delivery of one-year subscription for DepEd Commons for unlimited users with support services consisting of one (1) lot, and received bids from three (3) bidders; **DepEd** opened, read, and evaluated the bids of the three (3) bidders; after evaluation, **DepEd** post-qualified and declared the bid of **INTELIMINA SYSTEMS, INC.** as the lowest calculated responsive bid in the sum of **PHILIPPINE PESOS THIRTY-TWO MILLION, SEVENTY-SIX THOUSAND, EIGHT HUNDRED and 00/100 (PhP32,076,800.00) ONLY**, (hereinafter called the **"Contract Price"**) detailed as follows;

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1	LEARNING RESOURCE PORTAL MODULE ONE YEAR UNLIMITED USERS SUBCRIPTION WITH SUPPORT SERVICES TO SUPPORT AND SERVE THE DEPED COMMONS PORTAL	**Php32,076,800.00**

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;

ROLANDO SILORIO
Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ATTY. ARIZ DELSON ACAY D. CAWILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO
Department of Education

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 part of this Agreement, viz:

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      a. Schedule of Requirements;
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   ii. **INTELIMINA SYSTEMS, INC.**'s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
   iii. Performance Security;
   iv. Notice of Award of Contract and **INTELIMINA SYSTEMS, INC.'s** conforme thereto; and
   v. Other contract documents that may be required by existing laws and/or DepEd in the PBDs. **INTELIMINA SYSTEMS, INC.** 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 Order, and warranty Security, shall form part of the Contract.

3. The goods and services referred to in this **Contract** shall be delivered to **DepEd** in the following manner:

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4. **INTELIMINA SYSTEMS, INC.** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed in the Notice of Award. The performance security shall be posted in favor of **DepEd**, and shall be forfeited in the event it is established that **INTELIMINA SYSTEMS, INC.** is in default of any of its obligation under the contract. The performance security shall be in force and effect until issuance by **DepEd** of the Certificate of Final Acceptance. For this purpose, **INTELIMINA SYSTEMS, INC.** undertakes to renew its performance security whenever necessary and without need of prior notice or instruction from **DepEd**, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued;

ROLANDO SILORIO
Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

DIOSDADO M. SAN ANTONIO ATTY. ARIZ DELSON ACAY D. CAWILAN
Department of Education
DEPED's Witness

5. The works and services to be performed under this **Contract** should conform to Section VII. Technical Specifications and standards mentioned in Section VI. Schedule of Requirements, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the Terms of Reference as offered, evaluated and approved by **DepEd** during the evaluation of proposals.

6. In consideration of the **Contract Price** mentioned herein to be paid by **DepEd** to **INTELIMINA SYSTEMS, INC., INTELIMINA SYSTEMS, INC.** hereby covenants to provide all of the incidental and additional services as specified in the SCC Clause 1 and Section VI. Schedule of Requirements, and should be in accordance with the terms and/or specifications indicated therein or otherwise contemplated by the parties;

7. **INTELIMINA SYSTEMS, INC.** shall deliver the goods to the project site – DepEd Central Office unless otherwise instructed by **DepEd**. Goods delivered to another project site other than DepEd Central Office without **DepEd's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents, reports submitted and validated by the authorized receiving personnel may be a possible cause for termination of the Contract;

8. In case **INTELIMINA SYSTEMS, INC.** encounters condition(s) impeding timely delivery of the goods, **INTELIMINA SYSTEMS, INC.** shall promptly notify **DepEd** in writing of such condition(s) and any request for work suspension and/or contract delivery period extension shall be promptly done in writing as soon as circumstances providing justification for such requests have become apparent. **INTELIMINA SYSTEMS, INC.** must provide sufficient proof to support any request for work suspension and/or contract delivery period extension;

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    9.1. Upon submission of an irrevocable letter of credit or Bank Guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract;

    9.2. **INTELIMINA SYSTEMS, INC.** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) cumulative quantities of items delivered based on the schedule of deliveries and other relevant terms and conditions of the contract; (ii) Inspection and acceptance reports, including certification by **INTELIMINA SYSTEMS, INC.**, as approved by the duly authorized representative of **DepEd**, that the items have been delivered. Other documents in support of a request for payment may be prescribed by **DepEd** pursuant to existing disbursement, accounting and auditing rules and procedures;

    9.3. Subject to the recoupment of the advance payment contemplated in Clause 9.1 above, payment shall be made to **INTELIMINA**

Intelimina Systems, Inc.'s Witness

Intelimina Systems, Inc.

DEPED's Witness

DIOSDADO M. SAN ANTONIO ATTY. ARIZ DELSON ACAY D. CANILAN / DELIA SILORIO-RUIZOL

Department of Education

SYSTEMS, INC. as promptly as possible after the date of acceptance of Goods at the Project Site and upon submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DepEd**, in the following manner or terms of payment:

Milestone 1	Submission of NDA and software certificate for one (1) year subscription with unlimited users.	30% of the Contract Price
Milestone 2	Delivery of enhancements, customization, UAT completion report, and approval of the SLA.	40% of the Contract Price
Milestone 3	Full turnover of system documentation.	30% of the Contract Price

10. **INTELIMINA SYSTEMS, INC.** shall be liable for liquidated damages for the delay in its performance of the Contract in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the recipient school concerned. **DepEd** shall deduct the liquidated damages from any money due or which may become due to **INTELIMINA SYSTEMS, INC.**, or collect from any of the securities or warranties posted by the **INTELIMINA SYSTEMS, INC.**, whichever is convenient to **DepEd**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DepEd** may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

11. 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 Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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:

DIOSDADO M. SAN ANTONIO
Undersecretary
DEPARTMENT OF EDUCATION

DELIA SILORIO-RUIZOL
Authorized Representative
INTELIMINA SYSTEMS, INC.

Intelimina Systems, Inc.'s Witness

DELIA SILORIO-RUIZOL
Intelimina Systems, Inc.

ATTY. ARIZ DELSON ACAY D. CAVILAN
DEPED's Witness

DIOSDADO M. SAN ANTONIO
Department of Education

SIGNED IN THE PRESENCE OF:

ATTY. ARIZ DELSON ACAY D. CAWILAN
DepEd's Witness

ROLANDO SILORIO
INTELIMINA SYSTEMS, INC.'s Witness

APPROVED BY:

LEONOR MAGTOLIS BRIONES
Secretary
DEPARTMENT OF EDUCATION

CERTIFIED FUNDS AVAILABLE: ₱32,076,800.-

CHOLITA F. TIONG
Accountant IV
OIC, Chief Accountant

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a **Notary** Public in and for QUEZON CITY, Philippines, this DEC 28 2020 day of _____ 2020 personally appeared:

NAME	GOVERNMENT ISSUED ID *(Number, Issued On, Issued By)*
DIOSDADO M. SAN ANTONIO *Undersecretary* Department of Education	
DELIA SILORIO-RUIZOL *Authorized Representative* **INTELIMINA SYSTEMS, INC.**	P7704861A 27 JUN 2018 / DFA MANILA

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

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

Doc. No. 343;
Page No. 69;
Book No. 211;
Series of 2020.

NOTARY PUBLIC

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sct. Borromeo St. Q.C.
IBP AR No. 13154868; QC1-2-2020
PTR No. 9269808 ; QC 1-2-2020
MCLE VI-0022012; 4-14-22

Intelimina Systems, Inc.'s Witness

Intelimina Systems, Inc.
DELIA SILORIO-RUIZOL

DEPED's Witness
ATTY. ARIZ DELSON ACAY D. CAWILAN

Department of Education
DIOSDADO M. SAN ANTONIO