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UN/CS/RAI/USAA/DB01/2002-00150

Full Item Register Number [auto] **UN/CS/RAI/USAA/DB01/2002-00150**

ExRef: Document Series/Year/Number

Record Item Title

Re: RFPS-227 - signed Contract ICA 992 Naremco - Vendor - UNPO - Appraisal Decision Project for WG-ARM. Consultancy Services 02 Nov 2001, AI Andolsen = Contractor

Date Created / on Item
24-Oct-2002

Date Registered
24-Oct-2002

Date Closed/Superceded

Primary Contact
Owner Location
Home Location
Current Location

Common Service Task Force
WGARM Working Group Archives & Records Management
Common Service Task Force

Fd1: Type: IN, OUT, INTERNAL?
; Cross Ref or Language Orig or Dist?
Fd3: Doc Type or Format

Container Record
Container Record (Title)

N1: Numb of Pages
7

N2: Doc Year
0

N3: Doc Num
0

Full GCG Code Plan Number
Record GCG File Plan

Da1:Date Published

Da2:Date Received

Date 3

Priority

Record Type A02b Item UN/CS/RAI/ Common Service eg ARM

Electronic Details

No Document

DOS File Name

Alt Bar code = RAMP-TRIM Record Number

UN/CS/RAI/USAA/DB01/2002-00150

Notes

Print Name of Person Submit Images

Signature of Person Submit

Number of images
without cover

A. Keefe

7

02-01- F074

CONTRACT - INSTITUTIONAL OR CORPORATE CONTRACTOR

Contract No. 992 Org.Unit: 3044 dm ocss oasg
Amendment No. 0 BAC: 168795
Country:

Contract entered into between the United Nations and:
NAREMCO SERVICES INC.

(Hereinafter referred to as the Contractor)

Address: 60 EAST 42ND STREET

NEW YORK NY
10165 USA

TEL.NO. 1 212 697 0290

1.WORK ASSIGNMENT: Consultancy services for the development and creation of comprehensive appraisal standards and retention schedules for the Working Group on Archives & Records Mgmt. , as per Terms of Reference (attached).

THIS CONTRACT SHALL COMMENCE ON THE 01/11/2001, AND SHALL EXPIRE ON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE, BUT NOT LATER THAN 15/05/2002, UNLESS SOONER TERMINATED UNDER THE TERMS OF THIS CONTRACT. THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE REVERSE.

2. CONSIDERATION - AS FULL CONSIDERATION FOR THE SERVICES PERFORMED BY THE CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT THE UNITED NATIONS SHALL PAY THE CONTRACTOR UPON CERTIFICATION THAT THE SERVICES HAVE BEEN SATISFACTORILY PERFORMED:

(A) A FEE OF USD 64,500.00 Other TOTAL FEE: 64,500.00

(B) WHERE TWO CURRENCIES ARE INVOLVED, THE RATE OF EXCHANGE SHALL BE THE OFFICIAL RATE APPLIED BY THE UNITED NATIONS ON THE DAY THE UNITED NATIONS INSTRUCT ITS BANKERS TO EFFECT THE PAYMENT(S);

(C) THE FEE IS PAYABLE IN INSTALLMENTS UPON CERTIFICATION OF SATISFACTORY PERFORMANCE AT EACH PHASE.

PHASE	AMOUNT
Contractor for promotion of uniform preservation standards.	64,500.00

I ACKNOWLEDGE THAT I HAVE READ AND ACCEPT THE CONDITIONS ON REVERSE
CONTRACTOR TITLE:

SIGNATURE: 

DATE: 2 Nov 2001

AUTHORIZED OFFICER: SYLVIA LEONARD
ON BEHALF OF THE UNITED NATIONS

SIGNATURE: 

DATE: 2 Nov. 2001

CONDITIONS OF SERVICE-CONTRACTORS

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connexion with the performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connexion with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear.

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations for work performed under this Contract.

6. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature of kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

7. UNITED NATIONS PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between the Chief, Procurement and Transportation Division, OCSS, United Nations, and the contractor. The contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this Contract.

Statement of Work (SOW): Provision of Appraisal Decision Assistance Services for the Working Group on Archives and Records Management, Task Force on Common Services

1. **PROJECT SUMMARY:**

The Working Group on Archives and Records Management (WGARM) of the Task Force on Common Services requires the establishment of comprehensive appraisal standards and retention schedules for records and archives of participating Agencies, Funds and Programmes (PAs) to assure the elimination of redundant and no longer useful information and the preservation of information with continuing value. To achieve this objective, disposition (retention and destruction) rules and schedules for all classes of records resulting from PA business processes, e.g., financial, personnel, administrative and programme records, will be developed, with clear instructions and an automated tool for their application by PA records-originating offices and records managers. Project results will promote reliable and uniform preservation standards across organizational boundaries, their systematic application and efficiencies in storage requirements and accessibility.

2. **PLAN OF WORK:**

2.1 Develop a compendium of professional records retention standards.

Collect financial, audit, personnel and other administrative records retention standards/rules and informational values currently used by PAs in determining the retention of records. In this connexion, develop a strategy for collecting such information through surveys and interviews with key officials identified by WGARM members. The resulting compendium should also include retention standards and recommendations of relevant professional organizations, e.g., the International Congress on Archives, selected national archives and national/regional archival societies. While PAs and professional organizations will serve as the primary source for this information, corporate records retention practices in the Host Country should be noted in areas where PAs are compliant with local legal and financial requirements.

2.2 Assemble a list of PA records classes with linkages to the business processes that they document and existing disposition applications. Based on input from PA records managers and records-originating offices, identify classes of PA records, associated business processes and current disposition arrangements.

2.3 Develop a Matrix that links standards (rules and values developed in 2.1) to PA record classes (listed in 2.2). Categorize retention rules and values according to finance, personnel, legal and other major functional areas, while maintaining linkages to their organizational authority and identifying supportive and contradictory assumptions and relationships. Match categories developed to appropriate PA record classes – whether or not

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covered by existing disposition arrangements – and circulate the results among the PAs for reaction and comment.

2.4 Develop Functional Requirements for an appraisal decision assistance package. Following PA approval, specify the functional requirements for an appraisal decision assistance package in which the main data table and required fields are identified and their inter-relationships are defined.

2.5 Select or develop Appraisal Decision Assistance Software. Recommend an appraisal decision assistance software to develop a matrix of rules and values linked to authoritative sources for application to PA records. Justify the recommendation relative to other software available. If an “off the shelf” software cannot be identified or is not immediately available, develop a simple prototype for the main tables and fields using MS Access or other acceptable database tool. Prepare a report in which advanced functionality (dynamic relationships between tables and fields) is described.

3. PROJECT MANAGEMENT

The following quality controls will assure adherence to PA standards:

3.1. The vendor will report directly to WGARM’s co-chairs, beginning with an orientation meeting and, thereafter, at two-week intervals or when problems arise. In collecting information on current disposition arrangements and records classes, the vendor will liaise directly with PA focal points.

3.2. WGARM’s co-chairs, with the advice of WGARM members, will monitor and guide vendor progress in delivering workplan elements at specified intervals. The vendor will brief WGARM members at the beginning, middle and end of the project.

3.3. Deliverables will be presented in draft format to WGARM’s co-chairs according to the following time-line: (1) Compendium of Professional Records Retention Standards and (2) Annotated List of PA Records Classes, by the end of the first three months; (3) Matrix of Standards and Records Classes, by the end of the fourth month; (4) Functional Requirements for an Appraisal Decision Package and (5) Software Recommendations, by the end of the fifth and sixth months.

3.4. PAs will approve deliverables prior to certification.

4. WGARM SUPPORT

4.1. Through the United Nations Archives and Records Management Section (UN/ARMS), WGARM will provide workstations in UN/ARMS’ Headquarters and Long Island City facilities, including PCs with UN standard software applications (excluding

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electronic-mail); routine administrative support (photocopying, collating reports, etc.); and access to PA focal points.

4.2. A list of PA focal points and relevant contacts information at the beginning of the project.

5. **CRITERIA**

Technical Criteria	
Firm's experience**	1.Prior successful appraisal decision and retention scheduling experience in order of priority: -international -national -corporate
	2.Prior successful appraisal decision and retention scheduling experience within last 5 years with fast-track projects at moderate budget
Key Personnel	3.Qualifications and experience of key appraisal decision and retention scheduling personnel. Qualifications and experience will be evaluated on responsiveness, technical knowledge, experience in disciplines listed above, project management skills, as stated by references.

**Note: references will be checked to verify client satisfaction, including responsiveness, quality of work, history of timely completion, ability to stay within budget and clients' recommendation to use firm for future work. This will constitute successful experience.

Commercial Criteria	
	LUMP SUM Pricing:
	Adherence and Acceptance of RFP Terms and Conditions:

6. **PRICING**

Items	Description
1.	Compendium of Professional Records Retention Standards
2.	Annotated List of PA Records classes
3.	Matrix of Standards and Records Classes
4.	Functional Requirements for an Appraisal Decision Package
5.	Software Recommendation Report
6.	Grand Total Lump Sum:

NAREMCO CONSULTING SERVICES: Time & Fee

A. Consulting Services

Naremco is prepared to assist the United Nations in the development and creation of Comprehensive Appraisal Standards and Retention Schedules for its New York City-based Participating Agencies. Naremco will provide:

- ▶ **A Team Approach** - Naremco will work jointly with the United Nations' staff to develop effective standards. Naremco does not do anything *to* or *for* its clients, but rather *with* its clients. Emphasis is on client participation for program continuity and results.
- ▶ **Consistent Effort and Attention** - Naremco has specialized in records management consulting for more than 50 years, and consulting is its only business activity. Naremco has no affiliations with manufacturers or suppliers and thus can provide outside objectivity, pacing, and quality results.
- ▶ **Effective Planning** - Naremco develops viable solutions for each client using proven and successful analytical methodologies. Recommendations will be based on an understanding of the United Nations' operations and needs, not on a predefined, standardized approach.

B. Staffing

Naremco will assign a Naremco Partner to the project, subject to the approval of the United Nations. Naremco President, Alan A. Andolsen, a Certified Records Manager, will provide support and technical assistance. Other Naremco staff will participate as appropriate.

C. Consulting Time

Naremco estimates that the following consulting effort is required for each of the following tasks:

<i>Task</i>	<i>Consulting Days</i>
Interviews [25] & Data Collection	15
Professional Records Retention Standards Compendium	5
UN NYC-Based PA Records Classes Annotated List	5

Standards and Records Classes Matrix	10
Appraisal Decision Package: Functional Requirements	3
Software Recommendation Report [<i>Mutually Exclusive</i>]	
Off-the Shelf Package	3
Prototype Development	5

With timely responses by the UN New York City-based Participating Agencies, Naremco will complete its project tasks in accord with the timetable set forth in the RFP-227, Section 3.3.

D. Scope of Work

In the event that the scope of work changes in a manner which alters the flow of the project or the tasks to be performed, Naremco and the United Nations will amend this proposal accordingly.

E. Fee

Naremco will invoice the United Nations at the rate of \$1,500 per consulting day, plus travel and incidental expenses as well as applicable sales and use taxes. United Nations will remit payment to Naremco within 30 days of receipt of the invoice. Late payments will be assessed a two percent [2%] service charge per month.

<i>Task</i>	<i>Consulting Fee</i>
Interviews [25] & Data Collection	\$22,500
Professional Records Retention Standards Compendium	7,500
UN NYC-Based PA Records Classes Annotated List	7,500
Standards and Records Classes Matrix	15,000
Appraisal Decision Package: Functional Requirements	4,500
Software Recommendation Report [<i>Mutually Exclusive</i>]	
Off-the Shelf Package	4,500
Prototype Development	7,500

Lump Sum Total: \$61,500 or 64,500¹

¹Price dependent on nature of Software Recommendation Report.