
REQUEST FOR PROPOSAL FOR SERVICES**RFPS-2017-502512****12 May 2017****UNITED NATIONS CHILDREN'S FUND (UNICEF)****Wishes to invite you to submit a proposal for**

Climate-controlled storage, preservation, tracking, delivery and access services of UNICEF's Division of Communication's archival film, video and audio materials in various formats.

E-MAILED proposals should be sent to:

nysdbidding@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

The reference **RFPS-USA-2017-502512** must be shown in the e-mail subject.

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to include your own specifications, if necessary.

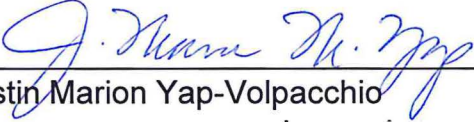
Proposals must be received by latest **23:59 hours (Eastern Standard Time) on 29 May 2017**. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Request for Proposal for Services must be sent to above e-mail address **ONLY**. Request for Proposal for Services sent to other addresses or sent by other means will be invalidated, even if received before the stipulated deadline.

It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.


THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:


Justin Marion Yap-Volpacchio

Date: 12 May 2017

Approved By:


Selenge Lkhagva

Date: 12 May 2017

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **RFPS-2017-502512** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Storage, preservation, tracking services

Please find attached the following document to this RFPS:

1. Terms of Reference (TOR)

SPECIAL NOTES

1. MARKING AND RETURNING OFFERS

1.1 Offers shall be submitted in the manner indicated in the cover page of this document.

1.2 The Bid Form must be signed, and submitted together with the offer. The Bid Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposers should note that offers received in the following manners will be invalidated:

- a) without the Bid number;
- b) with incorrect e-mail address than prescribed in the Bid documents;
- c) in a different form than prescribed in the Bid documents;
- d) do not follow the required confidentiality;
- e) received after the stipulated closing time and date;
- f) failure to quote in the currency stated in the Bid documents.

1.4 E-MAILED OFFERS (Electronic submission of Offers)

1.4.1 All e-mailed Offers must be submitted to **nysdbidding@unicef.org**, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Offers. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

1.4.2 Offers can be sent in batches not to exceed UNICEF's e-mail size quota of ten (10) **megabytes** per e-mail.

1.4.3 All e-mail communication in relation to the offer must clearly indicate the reference Bid number followed by the company name (e.g. 501234 Vendor Ltd for RFPS-USA-2017-501234) in the "Subject" line of the e-mail.

1.4.4 All Offers submitted by e-mail must be submitted as **PDF** (Portable Document Format) file.

1.4.5 Technical Offer and Financial Offer must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical offer.pdf; 501234 Financial offer.pdf. No price information should be provided in the Technical Offer.

1.4.6 Upon receipt of the offer submission, an "acknowledge receipt" will be generated automatically and sent to the sender's e-mail address. The notification serves as the only proof of receipt from UNICEF.

2. OPENING OF OFFERS

2.1 In case when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public bid opening at the time, date and location specified in the bid documents. Proposers should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. REQUEST FOR INFORMATION

3.1 Any request for information regarding the specifications should be sent to the Contracting Officer indicated in this Bid document, and NOT to the Bid Section.

3.2 Inquiries received less than seven (7) calendar days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will be entertained. A response to

written queries will be provided to all invitees in writing. Information provided verbally will not be considered a fundamental change and will not alter the bid document.

4. ERROR IN OFFERS

4.1 Proposers are expected to examine all requirements and instructions pertaining to the work or Bid. Failure to do so will be at Proposers own risk.

5. CORRECTIONS

5.1 Erasures or other corrections in the offer must be explained with the signature of the Proposer shown alongside.

6. MODIFICATION AND WITHDRAWAL

6.1 All changes to an offer must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier offer, or state the changes from the original offer.

6.2 Offers may be withdrawn on e-mailed, faxed or written request received from Proposers prior to the closing time and date. Negligence on the part of the Proposer confers no right for the withdrawal of the offer after it has been opened.

7. VALIDITY OF OFFERS

7.1 Offers should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their offer. UNICEF may request the validity period to be extended.

8. INCOTERMS (if applicable)

8.1 Failure to quote in accordance with the requested INCOTERMS may result in invalidation of the Proposal.

9. COUNTRY OF ORIGIN (if applicable)

9.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

10. SUPPLIER REGISTRATION AND EVALUATION

10.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at <http://www.ungm.org>. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

11. ANSWERING SHEETS

Only the forms and sheets provided in the bid documents should be used to present the various aspects of the Proposal. Supplemental information can be provided on each of the answering sheets when requested in the bid documents.

12. Bid document TERMS

The bid documents, along with any Proposal thereto, shall be considered the property of UNICEF and the Offers will not be returned to their originators.

In submitting the offer, the Proposer agrees to acceptance of the decision of UNICEF as to whether the offer meets the minimum requirements stated in the bid documents; and the evaluation.

Information provided in the offer will be treated as confidential unless otherwise noted by the Proposer.

13. RIGHTS OF UNICEF

13.1 UNICEF reserves the right to INVALIDATE any offer for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the offer.

13.2 UNICEF reserves the right to INVALIDATE any offer received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children's Fund, an international, inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December, 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children's rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

A. UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

1.2 Purpose of the Request For Proposal for Services

The purpose of this RFPS is to invite proposals for provision of climate-controlled storage, preservation, tracking, delivery and access services of UNICEF's Division of Communication's archival film, video and audio materials in various formats. These hardcopies date back to 1945 and document the evolution of UNICEF programmes globally, as well as information campaigns

and the supporting efforts of Goodwill Ambassadors through the 1990s. As a result of this RFPS, UNICEF will issue a 3-year institutional contract with the possibility of extension for two (2) more additional one (1) year periods at the discretion of UNICEF, subject to satisfactory performance by the service provider.

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: **23:59 Eastern Standard Time, 29 May 2017**
- b) Questions to be received by: **22 May 2017**
- c) Estimated date of Signature of contract: **20 June 2017**
- d) Award Notice: **15 June 2017**

1.4 RFPS Change Policy

All requests for formal clarification or queries on this RFPS must be submitted in writing to **UNICEF RFPS Team** via e-mail to **rfps-doc@unicef.org**. Please make sure that the e-mail mentions the RFPS reference number.

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document and will also be published on all the media (websites) where the RFPS had been published.

Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFPS Response Format

Full proposals should be submitted in ENGLISH and must be received no later than **29 May 2017**.

N.B. The Proposal must be sent for the attention of **nysdbidding@unicef.org**. Proposals not sent in this manner will be disqualified.

Proposals received in any other manner will be invalidated.

Offers delivered at a different email address or in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the email delivery will be at the risk of the Proposer.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

1.6.2 Bid Form

The completed and signed Bid form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal for Services, especially in its statement of work, terms of reference and evaluation criteria of this Request for Proposal for Services. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this Request for Proposal for Services.

1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 Proposal Opening

Due to the nature of this RFPS, there will be no public opening of proposals.

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation panel will first evaluate each response for compliance with the requirements of

this RFPS. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The responses to the RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Refer to attached Terms of Reference

b) Price Proposal

Refer to attached Terms of Reference

1.11 Property of UNICEF

This RFPS, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFPS and must be signed by an authorized representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS.

B. AWARD NOTIFICATION

Notification of the outcome on an RFPS with an estimated value over USD 100,000 advising product, awarded contractor and total value of award is published on a monthly basis on the following site: http://www.unicef.org/supply/index_27009.html.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

4.1 For late delivery of items/services or for items/services which do not meet UNICEF's specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the items/services pursuant to a Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
- (b) LTAS/Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) name UNICEF as additional insured;
 - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF 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.

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract,

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forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor 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 the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

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24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

TERMS OF REFERENCE

Climate-controlled storage, preservation, tracking, delivery and access services of UNICEF's Division of Communication's archival film, video and audio materials in various formats

1. Purpose

Through this REQUEST FOR PROPOSAL FOR SERVICES (RFPS), UNICEF is seeking to hire a vendor for the provision of climate-controlled storage, preservation, tracking, delivery and access services of UNICEF's Division of Communication's archival film, video and audio materials in various formats. These hardcopies date back to 1945 and document the evolution of UNICEF programmes globally, as well as information campaigns and the supporting efforts of Goodwill Ambassadors through the 1990s.

As a result of this RFPS, UNICEF will issue 3-year institutional contract with the possibility of extension for two (2) more additional one (1) year periods at the discretion of UNICEF, subject to satisfactory performance by the service provider.

The current inventory of UNICEF's video archive is estimated at:

- 996 cartons 12" square
- 2 large cartons, over 14"
- 40 banker boxes (standard file boxes)
- 1 x individual 1" tape and 16 x individual 2" tapes

The audio-visual inventory is expected to increase by an estimated 20 boxes/year.

2. Services Required

1. Access to standard climate controlled storage of audio and video tape, photographs, film (including 35mm), DVDs/CDs and LTO tapes.
2. Maintenance of the detailed carton component inventory and tracking schedule, including: box number, title/description, and (where available on box packing lists/physical items) format, length, production/stock code, version, and country.
3. Retrieval of boxes (next day).
4. Transportation services pickup or delivery (next day).
5. One-time transportation services to migrate the entire UNICEF video archive (if required).
6. Urgent service option (same day).

3. Technical requirements of Services

A. Storage conditions

- The storage area should be well insulated and of fireproof construction.
- Tapes should be stored at a humidity of around 25% RH and at a temperature less than 22 C (70 F). Around 8 C (46 F) is the best long-term storage temperature
- Tapes should not be stored below 8 C.
- Humidity variation should be less than ± 5 % RH and a temperature variation of less than ± 2 C.
- An environment of 20 % RH to 30 % RH is necessary to prevent or decrease the deterioration of the tape binder.

- A dryer in the air conditioner system should be used to control humidity (If the tape storage room is well insulated, a relatively small dryer can be used)
- The room should be able to retain the proper environment for about two days, in case of a major power failure.
- Air should be filtered with a 99.5% HEPA filter
- Vault area temperatures and RH must be monitored monthly. (Some recorders [loggers] can be connected with a computer to plot the results on a monthly basis.)
- The room air should circulate. Every tape in the vault should be exposed to at least some degree of circulating air.

B. * ANSI/ISO Extended-term Storage Conditions

- Black and White (Silver Gelatin) Film
- Maximum Temperature – 21°C / 70°F
- RH Range 20%-30%
- Color Film
- Maximum Temperature – 2°C/36°F
- RH Range 20%-30%
- Videotape
- Maximum Temperature – 20°C/68°F
- RH Range 20%-30%

C. Tape storage and use rooms/areas

- The room must be fireproof and not contain wooden boxes, cardboard boxes, or wooden shelving. If an overhead sprinkler system is used, design the shelves so that sprinkler water will not contact any tapes. Do not store tapes on the floor. Shelving should provide for air circulation around the tapes. Circulating air and low humidity prevents mildew.
- The walls, floors, and ceiling must be made of dust-free, easy to clean material. Carpet should not be used. Use a "water" vacuum cleaner, or one with a hose that exhausts outdoors, or a vacuum cleaner with a 95% HEPA filter or better.
- The room should be well insulated and without windows.
- The floor must have a large drain in case a water pipe breaks or the sprinkler system discharges. The drain should have a flapper valve rather than the normal J-Trap, because a J-Trap must have water in it.
- A clean room sticky floor mat should be placed in the doorway of the entrance to the tape storage room. This will prevent debris from shoe soles from being tracked into the room.
- Prevent the exposure of tapes to dust by providing a clean area where boxes of tapes can be opened.
- For facilities that may not be able to maintain adequate low RH, we will consider the application of desiccants, such as molecular sieve packets, as an alternative solution if RH ranges fluctuate sharply.

D. Screening Facilities/ Workspace

- Archivist should be allowed to access all UNICEF materials stored during all business hours
- UNICEF must be allowed to securely store audiovisual equipment in the provided workspace

E. Next day digitization/Electronic delivery of assets

- Ability of the storage facility to digitize in-house all tape-based and all other of physical media assets included at Unicef's archives (SD, HD, DIGIBETA, DVCAM, CD-ROM formats)
- Provision of both a high quality version (10 bit uncompressed and/or ProRes H422) and a distribution version (H.264/MPEG-4)

- Provision of technical and descriptive metadata in XML format (as specified by UNICEF) about digitized assets
- QC/QA of products of digitization
- Secure, timely electronic delivery of digitized assets to UNICEF or to a third party both over internet and in physical form (hard drives)
- Managed storage of digitized assets and access if possible over FTP services
- Facilitation of the digitization of assets offsite if necessary (e.g. film assets)
- File restoration, repair and encoding as needed

4. Location

Vendor's facilities must be located within 90 miles of UNICEF Headquarters in New York.

5. Management and Organization

The contracted company will coordinate and report directly to management of UNICEF's Multimedia Team in Division of Communication, based in the New York HQ. This unit will oversee all contract issues, supervise the contract implementation and set out measurable criteria for performance evaluation.

6. Mandatory Document Requirements

The interested Proposer shall provide the below set of documents as a response to this tender:

- a. Company profile, description of facilities, qualifications of key staff, including photographs of premises.
- b. Client list, including contract details.
- c. Detailed description of services to be provided to UNICEF, including service level agreement.
- d. Price proposal with breakdown of services, including A) monthly storage fee, B) box delivery/pick-up fee for various turn-around terms, C) filing fee for additional boxes, D) one-time transportation to migrate the entire archive.

7. Evaluation Method and Criteria

The offers will first be reviewed from an administrative perspective - for their completeness in terms of all of the requested information being provided (Section 6) and adherence to administrative instructions for submission. Those that successfully pass the administrative check shall be subject to a technical evaluation and consequently a financial evaluation.

(i) Technical Proposal:

Technical proposals will be evaluated against the below criteria and the total amount of points allocated for the technical component is 70:

1. Supplier's experience, capacity and resources, including range and depth of expertise from similar projects, qualifications and experience of proposed key personnel (managerial and staff) - **10** points.
2. Service and support capabilities, including understanding of UNICEF requirements, adequacy of management organization – **25** points.
3. Quality of climate controlled storage facilities – **25** points.
4. Detailed carton component inventory and tracking system – **10** points.

Only proposals that receive a minimum of 55 points will be considered technically compliant and will be assessed for further financial evaluation.

(ii) Financial Proposal:

The maximum amount of points allocated to the financial proposal is **30**.


NB: The Proposers are encouraged to submit offers based on the best industry standards and rates. We kindly request Proposers to take into consideration the fact that UNICEF is the non-for-profit, international development organization which works to improve the life of every child and, as such, we work with modest budgets.

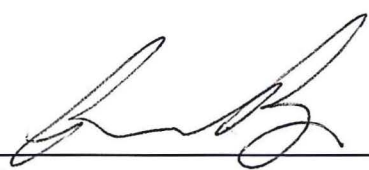
8. Payment Terms

The terms of payment are Net 30 days after receipt of invoice and acceptance of deliverables. UNICEF recourse in case of unsatisfactory performance: Payment will only be made for work satisfactorily completed and accepted by UNICEF.

9. UNICEF General Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS. Bidders are required to include any modification in respect of the attached UNICEF Terms and Conditions when responding to the RFPS. Only modifications submitted in connection with the bid will be considered with UNICEF. UNICEF reserves the right to accept or reject such modifications as part of finalizing such contract with the selected bidder.

Signature:  Date: May 12, 2017
Tanya Turkovich
Head of Multimedia Team, Digital Strategy Section, Division of Communication

Signature:  Date: May 12, 2017
Penni Berns
Chief, Digital Strategy Section, Division of Communication