UNAMIR

BROWN AND ROOT SERVICES CORPORATION

11 FEB – 4 DEC 1995

CONTRACT

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UNAMIR

UNITED NATIONS NATIONS UNIES
ASSISTANCE MISSION IN RWANDA MISSION POUR L'ASSISTANCE AU RWANDA
UNAMIR MINUAR

Date: 4 December, 1995

To: Mr. Shaharyar Khan,
Special Representative of the Secretary-General

From: Susan Matthew
Chief Administrative Officer

Subject: **Notes on Brown & Root and the payment of Social Security**

Refer to our informal discussion on this matter, and provide herewith some notes that may assist you in understanding the issues regarding the payment of social security by Brown & Root.

This is a useful note. See 7.12. Isel

Introduction

1. The issue of payment of social security by Brown & Root Services Corporation for its local employees arises out of the requirements of local laws, and of the contract between Brown & Root and the United Nations. UN Headquarters was informed of the problem as far back as April 1995, if not earlier, when UNAMIR sought legal clarification of the issues. The Office of Legal Affairs (OLA) has only just responded through Mr. Medili by fax dated 28 November 1995, reference to which shall be made later in these notes.

2. The burden on Brown & Root to pay social security goes back to the UNOSOM contract which was later transferred to UNAMIR. The subsequent amended contract between Brown & Root and the UN also contains the same requirement. Both contracts anticipate that local laws will require that Brown & Root pay social security to the government of the host country for the company's local employees.

The Issues

3. There are three issues: (a) what costs are reimbursable under the contracts; and (b) what are the provisions of the Rwandan law on social security; and (c) does Brown & Root get reimbursed by the UN for monies it failed to collect from its employees?

Reimbursable costs

4. The point of interest to UNAMIR in what Brown & Root pays as social security is the fact that both contracts provide for reimbursing Brown & Root for "authorized costs of work and services performed...," which include "statutory and regulatory taxes and assessments pertaining to the employment of Contractor's

personnel..." However, not all costs that would otherwise be "authorised costs" are necessarily accepted as such. The contractor shall be reimbursed for authorised costs which have been "reasonably and prudently incurred."

Rwandan Law

5. Under Rwandan law, a total of 8% social security should be paid by the employee. It includes the employee's share which is 3% while that of the employer is 5%.

6. Under the law, the employer is required to collect the employee's part as well. The collection is not optional. In practice, therefore, in order to access the employee's portion the employer has to deduct from each pay cheque of the employee 3%. The employer subsequently adds his/her 5%, the total of which is paid by the employer to the Government's National Social Security Fund.

What can Brown & Root claim?

7. Apparently, until the issue was raised by the Government in April 1995, Brown & Root had not deducted the 3% of the employee's share. There is no doubt that this portion together with the employer's portion must be paid to the Government. What is at issue is whether Brown & Root should be reimbursed for the portion it did not deduct from the employee's salaries.

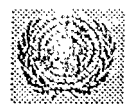
8. As pointed out earlier, both Brown & Root contracts with the UN state that the contractor shall be reimbursed for authorised costs "reasonably and prudently incurred." The position of Office of Legal Affairs (OLA) at Headquarters (with which I agree entirely) is that the 3% cost which Brown & Root has to pay because it failed to collect it from the employees is not a cost "reasonably and prudently incurred." Brown & Root will have to bear the loss.

9. OLA concludes by recommending that

> ...the UN reimburses the Contractor for 5% of the social security charges due to the Rwandese authorities for the period from July 1994 through 31 May 1995. This portion of reimbursement would then qualify as part of "the authorized direct cost" to be included in the base on which the Contractor management fee of 14.49% is calculated (see section 2.1 and section 8.1 of the contract).

10. Regards.

UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA



NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTER OFFICE MEMORANDUM

25 September 1995

TO: Mr J. Albert, CMC CA, TOM 1
Mr R. Lewis, SUMMO, TOM 2, 5 & 8
Mr M. Lessanu, CBES, TOM 3
Mr T. Anglin, CCO, TOM 4
Mr N. Jorsling, CITMM, TOM 6
Mr K. Nilsvang, CCPO, TOM 7
Capt S. Sieber, Ops O LSG, TOM 9
Mr K. Gleeson, CMCC, TOM 10
Maj S. Agrawal, FEO, TOM 11
Mr E. Dogbegah , C EDP, TOM 12
Mr J. Lombardo, FSA Coord, TOM 13
Col W. Fletcher, DCOS Sp

INFO: Mr W. Clive, OIC Adm
Mr V. Tompkins, BRSC A/PGM
Mr M. Ncube, C BOI, Legal Advisor
Ms L. Rafii, Legal/Political Advisor
All CMC CAA's staff

FROM: Mr G. Brière, CCM/RO

REF: CMC memo dated 18 Sep 95

SUBJECT: **3RD LINE SERVICES CONTRACT PACKAGE AND COORDINATION CONFERENCE**

1. As indicated at ref, I am please to forward you a package on the 3rd Line Services Contract. This package contains a copy of the SOW, one copy of the SOR (including the latest update as of 23 Sep 95), the appropriate portions of each TO of the BRSC technical proposal, the appropriate portions of each TO of the BRSC management proposal and a copy of the Services Contract main document.

2. A conference will be held in the main conference room at UNAMIR HQ on 03 Oct 95 at 16:00 hours. I will give a briefing on this Services Contract and I will answer your questions.

3. I hope that all TOM's will find the time in the next week to examine the documents provided in this package. I also hope that you will assist at the conference I will give on 03 Oct 95. It will be an excellent opportunity for you to better understand this Services Contract and to see what BRSC can do for you.

4. I am looking forward to meet you on 03 Oct 95.

Attachments: 05

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UNITED NATIONS
ASSISTANCE MISSION FOR RWANDA

NATIONS UNIES
MISSION POUR L'ASSISTANCE AU RWANDA

UNAMIR - MINUAR

INTER-OFFICE MEMORANDUM

03 Sep 1995

TO: Ms L. Radii, SRSG Legal Advisor

INFO: Ms S. Matthew, CAO
Mr W. Clive, CISS
Mr M. Ncube, C BOI
Mr T. Woods, BRSC PGM

FROM: Mr G. Brière, CCM

SUBJECT: **BRSC SERVICES CONTRACT - PTS/CON/184/95**

1. As you are aware, the new BRSC Services Contract has finally been signed on 09 Aug 95. This Contract covers the period 01 June 95 to 31 May 96.

2. Please find attached a copy of the main Contractual document. However, the following documents which are part of the Contract (as per section 1.1 of the main document): SOW (Statement of Work), BRSC proposal, SOR (Statement of Requirement), WBS (Work Breakdown Structure) and the Cost proposal **are not included** since these four documents are more then 900 pages! These documents are kept at my office and can be made available upon request.

3. It is my intention to publish a set of SOP's (Standing Operating Procedures) to describe how this Contract should be managed and the responsiblities of all UNAMIR personnel involved. This SOP's will be an update of the Administrative Instruction published on 29 Sep 94 and all the Circular Bulletin published between Sep 94 and Jul 95 (in which the management of the previous BRSC Services Contract was described). As you can appreciate, there is a lot of information to digest in this extremely complex Contract and I still have several aspects of the new Contract to clarify with UN NY. I expect to be able to publish a first draft of this revised SOP's by mid Nov 95.

4. Please do not hesitate to contact me at extension 11627 if you have any questions WRT this issue.

Attachment: 01 (only for SRSG Legal Advisor and C BOI)

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UNITED NATIONS NATIONS UNIES

FIELD ADMINISTRATION AND LOGISTICS DIVISION

Outgoing Fax No: MIR - 309	Date: 10 August 1995
To: MR. C. OUZIEL, CAO UNMIR, RWANDA Attn: CLIVE, ALBERT	From: H. MEDILI, DIRECTOR FALD/DPKO/UNHQ NEW YORK
Fax No: (212) 963-3090	Fax No: (212) 963-2116
Number of transmitted pages: 48	Ref: MWFAX11
Subject: CONTRACT FOR THE PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES FOR UNAMIR	

1. PLEASE FIND ATTACHED A COVERING MEMORANDUM FROM THE PURCHASE AND TRANSPORTATION SERVICE ON THE ABOVE SUBJECT, A SIGNED COPY OF THE CONTRACT WITH BROWN AND ROOT SERVICES CORPORATION AND CONTRACTOR'S LETTERS DATED 15 JUNE 1995 AND 27 JULY 1995, MODIFIYING THE PROPOSAL OF 22 MARCH 1995. (PARA. 1, LINE 2 OF THE MEMO SHOULD READ BROWN AND ROOT SERVICES CORPORATION AND NOT E-SYSTEMS, INC. AND SERV-AIR).

2. THE FULL TEXT OF THE CONTRACT DOCUMENTS (REFERENCE: THE TABLE OF CONTENTS - PAGE 4 OF THE ATTACHEMENT TO THIS FACSIMILE) INCLUDING ANNEXES "A" TO "D", WILL BE SENT TO YOU VIA DHL COURIER SERVICES LATER TODAY.

REGARDS.

Drafted/Cleared by: MW/I. KULOV	Authorized by: D. BEISSEL, DEPUTY DIRECTOR, FALD

UNITED NATIONS NATIONS UNIES

INTEROFFICE MEMORANDUM MEMORANDUM INTERNE

DATE: 9 August 1995

TO: Mr. Hocine Medili, Director
A: Field Administration and Logistics Division, DPKO

REFERENCE: AF/af

FROM: Roger A. Adams, Officer-in-Charge
DE: Purchase and Transportation Service, OCSS

SUBJECT: **MIR5-200017/CF; PTS/CON/184/95; Contract for the Provision of**
OBJET: **Logistics and Related Support Services for UNAMIR**

1. Please find enclosed one copy of the executed Contract PTS/CON/184/95 between the United Nations, E-Systems, Inc. and Serv-Air, Inc. for the provision of the above services. The Contractor's proposal dated 22 March 1995, incorporated to the Contract as an element of Annex C, is not included herewith as FALD is already in possession of several sets of this document. PTS recommends that a completed set of the Contract documentation, including all Annexes, be forwarded to the Mission at the earliest possible date.

2. The Contractor has advised PTS that arrangements are being made to expeditiously deliver to the United Nations a Performance Bond or Bank Guarantee with a value of ten percent (10%) of the "Not to Exceed" Contract amount, as required by Article 2.0 of the Special Conditions of Contract (Annex A2).

3. The Contract shall be effective as of 1 June 1995, as this Contract has now been signed by all Parties, and it is understood that the transition from the terms of the previous Contract to those of this Contract will be completed by 31 August 1995.

4. Paragraph (a) of sub-section 4.4 of the Contract allows the CAO of the Mission to designate a Responsible Officer (RO) who will be in charge of the day to day administration of the Contract and to delegate to the RO the authorities reserved to the CAO within the Contract. However FALD are requested to emphasize to the Mission that the CAO *cannot* delegate the authority to designate the RO nor the authority to authorized payments in accordance with sub-article 17.2 of the General Conditions.

5. Also pursuant to Article 19.0 of the General Conditions of Contract, *only* the Purchase and Transportation Service, New York possesses the authority to agree on behalf of the United Nations to any modification or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship. In particular, all Contractor's requests for a waiver pursuant to Article 7.0 (Indemnification) of the General Conditions of Contract shall be promptly referred to Purchase and Transportation Service in New York for consultation between the substantive offices of the United Nations.

6. The continuous collaboration of FALD in this project has been greatly appreciated.

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INVOICES (ORIGINAL AND THREE COPIES)
CHIEF ADMINISTRATIVE OFFICER
UNAMIR, Kigali
RWANDA

P.O. NO: 5-20-8184
NOT TO EXCEED US $ 8,440,687

CONTRACT PTS/CON/184/95

BETWEEN

THE UNITED NATIONS

AND

BROWN & ROOT SERVICES CORPORATION

FOR THE PROVISION OF SUPPORT SERVICES

FOR THE UNITED NATIONS PEACE-KEEPING MISSION IN RWANDA

20 118

CONTRACT BETWEEN THE UNITED NATIONS
AND
BROWN & ROOT SERVICES CORPORATION

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LIST OF ABBREVIATIONS USED IN THE CONTRACT

1.	UN	United Nations
2.	BRH	Brown & Root Holdings, Inc.
3.	BRSC	Brown & Root Services Corporation
4.	UN and BRSC	Parties
5.	BRSC	Contractor
6.	UNAMIR or Mission	United Nations Mission in Rwanda
7.	UNOSOM	United Nations Mission in Somalia
8.	SOW	Statement of Work
9.	RFP	Request for Proposal
10.	Proposal	Contractor's Proposal
11.	CAO	Chief Administrative Officer
12.	Services	Work, material, services provided under this Contract
13.	NTE	Not to Exceed Cost
14.	Pricing Schedule	Schedule B (Schedule of Prices/Costs) of the Proposal
15.	RO	Responsible Officer
16.	M&A Team	Management and Administration Team
17.	WBS	Work Breakdown Structure
18.	LCC	Local Committee on Contracts
19.	HCC	Headquarters Committee on Contracts
20.	Engineer	Engineer or Engineering Firm
21.	TO	Task Orders
22.	WO	Work Orders
23.	MWOR	Minor Work Order Requests
24.	EW	Emergency Works
25.	FALD	Field Administration and Logistics Division
26.	DPKO	Department of Peace-keeping Operations

CONTRACT PTS/CON/184/95
BETWEEN
THE UNITED NATIONS
AND
BROWN & ROOT SERVICES CORPORATION
FOR THE PROVISION OF SUPPORT SERVICES
FOR THE UNITED NATIONS PEACE-KEEPING MISSION IN RWANDA

This Contract is made between the United Nations, an international inter-governmental organization established by the Member states under the Charter signed on 26 June 1945, having its headquarters in New York, NY 10017, USA (the "UN"), and BROWN & ROOT SERVICES CORPORATION, having its corporate headquarters in Houston, Texas, 77001-0003 ("BRSC"). BRSC is hereinafter referred to as the "Contractor", and the UN and the Contractor are hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the UN wishes to engage the Contractor to provide various support services, including Logistics and Related Support Services for the United Nations Mission in Rwanda ("the Mission" or "UNAMIR");

WHEREAS, the Contractor represents that it is qualified, willing and able to perform such work and services on the terms and conditions set forth in this Contract;

WHEREAS, the Contractor has been providing such work and services to UNAMIR pursuant to the terms and conditions set forth in Contract PTS/CON/146/94 for the provision of management and support services for UNOSOM and in Amendment Nos. 2, 3 and 4 thereof;

WHEREAS, the Contractor is a wholly-owned subsidiary of BROWN & ROOT HOLDINGS, INC., a Delaware corporation having its corporate headquarters in Houston , Texas ("BRH");

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

Soy 178

Section 1
CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

1.1 The Contractor and the UN agree to be bound by the provisions set forth in the present document as well as the following Annexes which are attached hereto:

Annex "A":	General Conditions of Contract (Annex A1) and Special Conditions of Contract (Annex A2);
Annex "B":	The UN's Request for Proposal dated 11 February 1995, as modified and further clarified by the "STATEMENT OF WORK FOR UNAMIR 3RD LINE SERVICES SUPPORT CONTRACT" issued at the site briefing in Rwanda, including Annexes A, B, C , D and E to UNAMIR Site Visit dated 6 March 1995 (the "SOW") (the "RFP");
Annex "C":	The Contractor's Proposal dated 22 March 1995, as modified by the Contractor's letter dated 15 June 1995 and facsimile transmission dated 27 July 1995 (the "Proposal");
Annex "D":	General Releases, for Travel on UN-provided Aircraft (D1), for Travel on UN-provided Vehicles other than Aircraft (D2), and for use of UN-provided Medical Facilities (D3);

The present document and the Annexes listed above are hereinafter jointly referred to as the "Contract Documents" or the "Contract".

1.2 In case of any inconsistency between the Contract Documents, the following order of priority shall apply:

(a) The present document shall prevail over any and all of its Annexes;

(b) The Annexes shall prevail in the order in which they are listed in sub-section 1.1.

1.3 Within ten (10) days of the signing of this Contract, the Mission shall provide a list of the property, material and supplies which the Mission agrees to make available for use by the Contractor in performing this Contract. This list shall be signed by the Chief Administrative Officer of the Mission (the "CAO") and an authorized representative of the Contractor and shall thereupon become part of this Contract. This list may be updated from time to time during the term hereof and shall as so updated become part of this Contract.

..4 This Contract embodies the entire agreement between the Parties with respect to the subject matter hereof. No promises, understandings, obligations or agreements, verbal or otherwise, exist between the Parties except as herein expressly set forth.

Section 2
CONTRACT TYPE AND VALUE

2.1 (a) This is a **Cost Plus Fee Contract**. The UN shall reimburse the Contractor the authorized costs of work and services performed under this Contract (the "Services"), as specified in paragraph (b) of this sub-section, and a Contractor's Fee as specified in paragraph (c) of this sub-section.

(b) Authorized costs consist of all costs, as described in paragraphs (a) through (c) of sub-section 9.2, reasonably and prudently incurred by the Contractor in providing the Services to the UN in accordance with this Contract and pursuant to the procedures set forth in sub-section 4.4, regardless of whether any portion of the Services has been performed directly by the Contractor or indirectly by a subcontractor authorized by the UN.

(c) The Contractor's Fee as specified in paragraph (c) of sub-section 9.1.

2.2 The maximum cost to the United Nations for the Services to be performed by the Contractor under this Contract is EIGHT MILLION FOUR HUNDRED FORTY THOUSAND SIX HUNDRED AND EIGHTY-SEVEN DOLLARS (US $ 8,440,687) (hereinafter the "Not To Exceed Cost" or the "NTE"), whereof THREE MILLION FIVE HUNDRED NINETY-NINE THOUSAND AND SIXTY-FIVE DOLLARS (US $ 3,599,065) are for the period 1 June 1995 to 31 August 1995; and the balance FOUR MILLION EIGHT HUNDRED FORTY-ONE THOUSAND SIX HUNDRED AND TWENTY-TWO DOLLARS (US $ 4,841,622) is for the period 1 September 1995 to 31 May 1996. With respect to the period ending 31 August 1995, an amount of $ US 1,955,025 is for the cost and fee of Item A. (Management & Administration) of Schedule B (the Schedule of Prices/Costs) of the Proposal (the "Pricing Schedule"), and the remainder is for Items B through N of the Pricing Schedule. With respect to the period ending 31 May 1996, an amount of $ US 1,703,411 is for the costs and fee of Item A of the Pricing Schedule, and the remainder is for Items B through N of the Pricing Schedule. The Contractor guarantees that it shall not exceed the NTE nor the amounts indicated for each period, unless the increase in cost has been approved by the UN and incorporated into a duly executed amendment to this Contract in accordance with Article 19 of the General Conditions.

Section 3
TERM OF CONTRACT

From the Effective Date of Contract, this Contract shall be in force for a period of **12 months**, unless terminated in accordance with Article 14 of the General Conditions. The UN may, at its option, extend the term of this Contract for subsequent periods of up to six months each. The UN shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise the option to extend the Contract, together with its best estimate of the work and services required from the Contractor during the extension period. The Contractor shall provide a cost estimate for the extension period, within ten (10) days of receipt of such notice. The Contractor shall provide written justification for any proposed increases in costs for Items contained in the Pricing Schedule and shall not require across-the-board percentage increases for any such Item.

Section 4
SUPPLIES AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 In accordance with the terms and conditions of this Contract, the Contractor hereby undertakes to provide the Services identified in the RFP and Proposal, and such other related services as may be further required by the UN pursuant to sub-section 4.4. The foregoing notwithstanding, the UN may, at its option, from time to time, upon thirty (30) days written notice to the Contractor, reduce the scope of services to be provided under this Contract, based upon the Mission requirements, as reasonably determined by the UN, considering troop-strengths and their deployment in the Mission area. In case of such reduction, the UN shall be entitled to a corresponding adjustment in the Contractor's fee as provided in paragraph (e) of sub-section 9.1.

4.2 The Contractor shall be responsible for providing qualified personnel and supervision necessary to ensure the fulfilment of its obligations under this Contract. With respect to property, material and supplies, the UN will make available to the Contractor such property, material and supplies agreed to by the Mission pursuant to sub-section 1.3, except as otherwise indicated in a Work Order as set forth in sub-section 4.4.

4.3 The Contractor shall not perform any Services or provide equipment, products, material or supplies which would exceed the NTE nor the amounts indicated for each period set forth in sub-section 2.2, without an amendment to this Contract in accordance with Article 19 of the General Conditions. If the Contractor has reason to believe that the costs expected to be incurred in the performance of this Contract in the next succeeding thirty (30) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the NTE or the amount indicated for

period set forth in sub-section 2.2, the Contractor shall mediately notify the UN, in the manner provided in Section 21 of nis Contract.

4.4 The Services to be provided by the Contractor shall be requested by the UN and performed by the Contractor pursuant to the procedures set forth below. At no time during the term of this Contract shall the Contractor perform any Services or provide any equipment, products, material or supplies without receiving written instructions from the CAO, except as provided in paragraph (e) of this sub-section:

(a) The CAO will designate a Responsible Officer (the "RO"), who will be in charge of the day-to-day administration of this Contract. The CAO may delegate to the RO any and all of the authorities reserved to him within this Contract, as the CAO deems appropriate, except that the CAO may not delegate the authority to designate the RO nor the authority to authorize payments under sub-article 17.2 of the General Conditions.

(b) Upon signature of this Contract, the Contractor shall activate its Management and Administration Team (the "M&A Team") to be stationed in Rwanda and deployed within ten (10) days in the Mission area. The Contractor's initial M&A Team will be sufficiently staffed to respond to Statement of Requirements and Task Orders issued by the CAO.

(c) Within ten (10) days after the signing of this Contract, the CAO shall issue to the Contractor a Statement of Requirement in the form of one or more Task Order(s). Such Task Orders shall generally describe the work and services to be performed and indicate the target date for commencement and completion thereof. Within five (5) days after receipt of the Task Orders, the Contractor shall submit to the CAO a cost estimate to perform such work and services, including the cost of equipment, material and supplies, if applicable, which shall be consistent with the format of the Work Breakdown Structure (the "WBS") and Cost Status Report provided in Section 8. The cost estimate shall also set forth the work-plan and proposed completion date. Upon acceptance of the cost estimate, the CAO shall issue Work Order(s) containing specific instructions to perform such work and services. Upon receipt of the Work Order(s), the Contractor shall mobilize resources as approved by the CAO to commence the requested work and services within fourteen (14) days. If the UN does not accept the cost estimate, the Parties shall consult with a view to modify the cost estimate.

(d) The Contractor shall maintain a list of qualified individuals and sub-contractors who can be mobilized within ten (10) days notice. Such mobilization shall be subject to approval by the CAO. Upon a written request by the CAO, the Contractor shall demobilize within fourteen (14) days any personnel found by the UN to be redundant.

(e) If the Contractor has reason to believe that the costs expected to be incurred in the performance of a Work Order will exceed the approved cost estimate on which such Work Order is based, when added to all costs previously incurred for the relevant Task Order, will exceed seventy-five percent (75%) of the approved cost estimate of such Task Order, the Contractor shall immediately notify the CAO.

(f) In exceptional circumstances, and prior to approval of a cost estimate, the CAO may issue verbal instructions to the Contractor for the performance of emergency work and services expected to cost less than US $20,000. Such instructions must be formalized in a Work Order within five (5) days of the issuance of the verbal instruction. In emergencies, the UN reserves the right to take action itself or to utilize other contractors.

(g) Acquisition by the Contractor of expendable or non-expendable property shall be authorized under the same procedures as apply within the Mission. Acquisition of property costing less than US $70,000 shall require the written approval of the CAO. Acquisition of property costing between US $70,000 and $200,000 shall require the written approval of the CAO on advice of the Mission's Local Committee on Contracts (the "LCC"). Acquisition of property costing over US $200,000 shall require approval of the CAO on advice of the UN Headquarters Committee on Contracts (the "HCC") through the LCC. The Contractor shall deliver property purchased on behalf of the UN Delivered Duty Unpaid (DDU) (Incoterms 1990), unless the UN specifies otherwise.

(h) The Contractor shall procure goods and services costing US $20,000 or more by obtaining at least three (3) competitive bids from potential suppliers, and, unless otherwise authorized by the UN, shall choose the lowest acceptable proposal. Records of the procurement process including bidding, rationale for any exceptions to competitive bidding and selection of suppliers and prices, shall be retained by the Contractor as provided in Section 11 of this Contract.

(i) All leases and rental agreements for payment in an amount exceeding US $ 20,000 must be reviewed and approved by the CAO before the Contractor enters into any such agreement.

4.5 The UN reserves the right to engage an engineer or engineering firm (the "Engineer") of its choice to perform construction and contract management functions for the UN. Such functions may include, **inter alia**, (i) preparation of designs, specifications, Statement of Requirements, Task Orders, Work Orders, and other document to serve as a basis for the performance by the Contractor under this Contract; (ii) supervision of work and services performed by the Contractor; and (iii) inspection of goods, work and services provided by the Contractor. The Engineer shall have no authority to enter into or create financial obligations or liabilities on the part of the UN towards the Contractor, or modify, amend, terminate or waive any provision of this Contract.

4.6 The Contractor shall cooperate with the Engineer in respect of the functions to be performed by the Engineer, and shall not interfere with or impede the performance of those functions. The Contractor shall grant the Engineer access to the Contractor's work in progress and to goods supplied by the Contractor.

Section 5
LIAISON AND INSPECTION

5.1 The UN reserves the right to inspect and verify all work and services performed by the Contractor under this Contract. The UN shall perform such inspections and verifications in a reasonable manner so as to not unduly delay the completion of the Services.

5.2 If any of the goods procured or if any work or services performed by the Contractor pursuant to a Work Order do not conform with the requirements under this Contract, the UN shall have the following options:

(a) If the UN determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, the UN may request the Contractor in writing to take and the Contractor shall take, at no expense to the UN, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed work or services, or to replace or repair, as the UN may direct, the non-conforming goods, within fourteen (14) days of receipt of the written request from the UN or within such shorter period as the UN may have specified in the written request if emergency conditions so require, as determined by the UN.

(b) If the Contractor does not promptly take corrective measures or if the UN reasonably determines that the Contractor is unable to timely remedy the improper performance, the UN may obtain the assistance of others and have corrective measures taken at the expense of the Contractor.

(c) If the UN reasonably determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, the UN may terminate the Contract in accordance with Article 14 of the General Conditions.

(d) The UN may exercise these options without prejudice to any of its other rights and remedies under this Contract.

Section 6
CONTRACTOR's PERSONNEL

6.1 The Contractor shall be fully responsible for all work and services performed by its employees, agents, servants, and sub-contractors. The contracts with the Contractor's personnel shall contain a provision to the effect that the UN is not liable to any such person under any such contract or for any other reason. The UN reserves the right to review all contracts for the employment of personnel by the Contractor.

6.2 The Contractor shall take all reasonable measures to ensure that the Contractor's personnel respect local customs and conform to the highest standards of moral and ethical conduct. The UN may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by the UN for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.

6.3. The Contractor shall be responsible for obtaining all entry/exit visas and work permits for its personnel. The Contractor shall notify the UN of the departure of expatriate personnel not less than fourteen (14) days prior to their departure. The Contractor shall comply with Rwandan labour law and immigration formalities.

6.4 The UN shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants or sub-contractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents,

ervants, or sub-contractors performing work or services in connection with this Contract.

6.5 Within ten (10) days of the signing of this Contract, the Project Director selected by the Contractor shall report in person to the CAO stationed in Kigali and shall thereafter liaise in person with the CAO on a daily basis on the implementation of this Contract and on all other matters relating to this Contract.

Section 7
CUSTOMS

7.1 The Contractor shall be responsible for customs clearances. The UN shall provide reasonable assistance to the Contractor, by liaising with the appropriate authorities where and when necessary, in obtaining permits for clearing through customs points the equipment, products, material and supplies for this Contract.

7.2 Notwithstanding anything to the contrary in sub-section 7.1, the UN's sole definitive obligation is to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items en-route to, or within, the Mission are for the sole consumption or use of the UN.

7.3 If any further documentation is required in the future by Government authorities in Rwanda or elsewhere, the Contractor will advise the UN and the UN agrees to provide reasonable assistance to the Contractor in obtaining such documents.

Section 8
REPORTING REQUIREMENTS

The Contractor will submit to the CAO daily and weekly reports as set forth in Section C (Scopes of Work) of the RFP, including, without limitation, the reports described in paragraphs (a) through (j) below. Reports will be subdivided in accordance with the WBS, and contain information regarding major and minor task orders and work orders and by cost elements. The reports will compare actual expenditures with both incremental and cumulative budgets. The CAO and the Contractor will agree upon the final format of these reports upon commencement of this Contract. At a minimum the reports shall contain the following information:

(a) **Daily - Construction Activity Report:** This report will contain summary information with respect to all major and minor construction and engineering activities undertaken by the Contractor.

(b) **Weekly - Task/Work Order Status Report:** This report will contain summary information with respect to all Task Orders

("TO") and Work Orders ("WO"), including maintenance tasks, Minor Work Order Requests ("MWOR") and Emergency Works ("EW") undertaken by the Contractor.

(c) **Weekly - Task/Work Order Cost Status Report:** This report will contain summary information with respect to all TO, WO, MWOR and EW.

(d) **Weekly - Management/Situation Report:** This report will contain summary information with respect to all elements of the contract.

(e) **Weekly - Personnel Strength Report:** This report will contain summary information with respect to personnel strength.

(f) **Weekly - Warehouse Inventory Report:** This report will provide a detailed inventory arranged by class of supply (including location, value and condition) of all items warehoused by the Contractor.

(g) **Weekly - Logistic Status Report:** This report will contain summary information with respect to all Logistic Activities, including supplies and services.

(h) **Weekly - Sub-Contracting Report:** This report shall list all sub-contract(s) in progress for each element of the WBS.

(i) **Weekly - Headquarters Support Report:** This report shall cover all activities performed by the Contractor and attributable to functions accomplished at locations outside of Angola.

(j) **Special Reports:** Special reports, as requested in writing by the CAO (such as Gantt and Pert Charts).

Section 9
PAYMENT FOR CONTRACTOR'S SERVICES

9.1 Terms of Payment

For performance of the Services under this Contract, the UN shall pay the Contractor, an amount not to exceed the NTE nor the amounts indicated for each period set forth in sub-section 2.2, which shall be comprised of the following costs and fees:

(a) With respect to Management and Administration for the period 1 June 1995 to 31 August 1995 under Item A of Section B the Pricing Schedule:

(i) the UN shall reimburse the Contractor the amounts paid for wages and salaries and for other direct costs related to the mobilization and demobilization (as set forth in revised Schedule 1 of Volume III of the Proposal) of the Contractor's In-country Management and Administration personnel; and

(ii) the UN shall also reimburse the Contractor a fixed amount of US $ 469,605 per month which amount shall exclude wages and salaries for personnel but shall include the costs related to accommodation facilities, medical care, supplies, office space, utilities, communications, vehicles, transport and the Rider to general liability insurance for consequential damages (as set forth in revised Schedule 1 of Volume III of the Proposal).

The payments made pursuant to this paragraph shall not exceed the cost portion of Item A of the Pricing Schedule in the amount of US $ 1,685,489 for the period 1 June 1995 to 31 August 1995.

(b) With respect to Management and Administration for the period 1 September 1995 to 31 May 1996 under Item A of Section B the Pricing Schedule, the UN shall reimburse the Contractor the amounts paid for wages and salaries (as set forth in revised Schedule 1 of Volume III of the Proposal) of the Contractor's In-country Management and Administration personnel and for other direct costs related to the sustainment of the Contractor's personnel in the Mission areas (as set forth in revised Schedule 1 of Volume III of the Proposal), which shall include but not be limited to the costs related to mobilization and demobilization, accommodation facilities, medical care, supplies, office space, utilities, communications, vehicles, transport and the Rider to general liability insurance for consequential damages. The payments made pursuant to this paragraph shall not exceed the cost portion of Item A of the Pricing Schedule in the amount of US $ 1,455,907 for the period 1 September 1995 to 31 May 1996.

(c) With respect to payments Under Items B through N of the Pricing Schedule, the UN shall reimburse the Contractor for all direct costs, including wages and salaries of direct labour (as set forth in revised Schedule 1 of Volume III of the Proposal), equipment and supplies, and cost for the mobilization and demobilization of such

labour, except for mobilization and demobilization reimbursed under paragraph (a) above.

(d) The UN shall also pay the Contractor a fee to be calculated at the rate of seventeen percent (17%) of all costs reimbursed pursuant to paragraph (a) and at a rate of twelve percent (12%) of all costs reimbursed pursuant to paragraph (b) above, it being understood that these fees include the Contractor's General & Administrative expenses , including the reasonable cost of insurance allocated to this Contract, and profit.

(e) If the Contractor is instructed to acquire property on behalf of the Mission, and such acquisition is not part of an outstanding Work Order, the UN shall only reimburse the Contractor for the direct cost of such property.

(f) Whenever a revised estimate of the total costs for Items B to N of the Pricing Schedule varies from the estimate for such costs, US $ 1,467,894 for the period 1 June 1995 to 31 August 1995 and US $ 2,801,974 for the period 1 September 1995 to 31 May 1996, by plus or minus thirty percent (30%), the Parties agree to consult each other with a view to modify the amount of the respective cost portion of Item A of the Pricing Schedule set forth in paragraphs (a) and (b) above.

9.2 Direct Costs

The direct costs to be reimbursed by the UN to the Contractor pursuant to paragraphs (a) and (b) of sub-section 9.1 shall include the following:

(a) Wages and salaries, including overtime and other salary/wage adjustments due to the foreign assignment,benefits relating to the employment of Contractor's personnel, and payroll burdens including but not limited to applicable statutory and regulatory taxes and assessments pertaining to the employment of Contractor's personnel; all of the above shall be related to specific instructions in the relevant Work Orders and limited to the type and nature of costs described in the Proposal, or subsequently approved in writing by the CAO.

(b) Hours worked by the Contractor's employees in excess of the work week established by the CAO shall be reimbursed to the extent authorized by the CAO. For the purposes of this Section the Contractor's personnel are those persons who are in the direct employ of the Contractor for the performance of the Services of this Contract; payroll costs for any of the Contractor's employees not employed full time shall be apportioned accordingly.

(c) Mobilization of personnel and equipment, which shall not exceed the cost estimate approved by the CAO in accordance with sub-section 4.4. Demobilization as a result of the expiry of the Contract term, reduction or suspension of the Services, or termination of the Contract under Article 14 of the General Conditions, including but not limited to the costs associated with the return of Contractor's expatriate personnel to their home of record or place of recruitment and the return of supplies and equipment owned by the Contractor and used in the performance of this Contract, to a location to be agreed upon by the Parties.

(d) Authorized acquisitions of property, subcontracts, leases and rentals entered into by the Contractor for the performance of the Services. All such acquisitions, subcontracts, leases and rentals shall be related to the relevant Work Orders.

9.3 Invoicing

Invoices shall be submitted and paid as follows:

(a) The Contractor shall submit only one invoice for LABOUR and one invoice for OTHER DIRECT COSTS each month to the CAO for certification and payment. Billing details within an invoice shall be grouped by the WBS elements and be allocated to the relevant Work Order. All supporting documentation must accompany each invoice. The CAO shall acknowledge receipt of the invoice in writing to the Contractor, with a copy of the acknowledgement and the invoice (less any attachments) to Field Administration and Logistics Division (FALD), Department of Peace Keeping Operations (DPKO), United Nations, New York, NY.

(b) The UN shall notify the Contractor within fifteen (15) days of receipt of the invoice, if the UN intends to dispute the invoice or any portion thereof. Such notification shall include a brief explanation of the reasons why the UN disputes the invoice. The UN and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice.

(c) Full payment shall be made within thirty (30) days of receipt of the invoice, unless the UN disputes the invoice or a portion thereof. With respect to disputes regarding only a portion of the invoice, the UN shall pay the Contractor the amount of the undisputed portion within thirty (30) days. Once a dispute regarding an

invoice or a portion thereof has been resolved, the UN shall pay the Contractor within thirty (30) days.

(d) Each invoice paid by the UN shall be subject to a post payment audit by the UN auditors or its authorized agents. At any time during the term of the Contract, and for a period of one (1) year following the expiration or prior termination of this Contract, the UN is entitled to a refund from the Contractor of any amounts shown by such audits to have been unauthorized or not in accordance with this Contract.

(e) The UN shall be entitled to deduct one percent (1%) as a prompt payment discount when payment is made within thirty (30) days of receipt of the invoice or a resolution of a dispute. The payment date shall be considered the date upon which the United Nations bank makes a wire transfer to the Contractor's account.

(f) Payments shall be made by Wire Transfer in US dollars to the Contractor's account with:

Bank: Wachovia Bank & Trust
Account Name: Brown & Root Services Corp.
Account Number: 3607 - 000186
ABA Transit Number: 53100494

Such payments shall constitute a complete discharge of the UN's obligations with respect to the relevant invoices, or portions thereof.

Section 10
GENERAL OBLIGATIONS OF THE CONTRACTOR

10.1 The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

10.2 With respect to the management of waste, the Contractor shall be responsible for processing and disposing of such waste in accordance with local laws.

10.3 The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of the UN, and shall take reasonable steps to keep costs and expenses at a reasonable level.

10.4 The Contractor is obliged to keep the UN informed of any changes in or additions to regulations in the Mission area, if any, which may affect the performance of this Contract.

Section 11
SUPERVISION, RECORDS AND AUDIT

11.1 The Contractor shall segregate its books and maintain separate and complete records, which shall include vouchers, import documents, procurement records, and other documentation relating to the Services. Such records shall be open for inspection and audit by the UN auditors or its authorized agents at the Contractor's premises for a period of two (2) years from the commencement date of this Contract or one (1) year from the expiration or prior termination hereof, whichever is later.

11.2 During the term of this Contract, at the UN's option, all records shall be made available to the UN or its authorized agents at the UN's Headquarters.

11.3 When this Contract expires or is terminated, copies of these records shall be delivered in full to the UN, if requested. Thereafter, supporting information or documentation for individual transactions and/or individual records shall be provided at no charge to the UN.

11.4 The UN shall not at any time disclose to others in any way proprietary information or trade secrets of the Contractor as may come into the UN's possession under sub-sections 11.1 and 11.2 or otherwise, except as required or permitted by the Contractor pursuant to written authorization signed by a representative of the Contractor, provided that the Contractor has advised the UN in writing of the proprietary nature of such information. This obligation of non-disclosure shall survive the expiration or termination of this Contract. All documentation, accounting records, reports and correspondence of the Contractor (including copies thereof) provided to the UN pursuant to sub-sections 11.1 and 11.2 which contain, relate or refer to confidential information or trade secrets of the Contractor shall remain the sole property of the Contractor. For the purposes of this provision, the phrase "proprietary information" means information which is known only to the Contractor's employees or others in a proprietary relationship with the Contractor and relates to specific business matters, such as identity of lenders, suppliers, accounting and bidding procedures.

Section 12
INSURANCE AND LIABILITIES TO THIRD PARTIES

12.1 The Contractor shall take out and maintain insurance as provided in Article 8 of the General Conditions. The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocated to this Contract as shall be approved by the United Nations. The Contractor shall consult with the CAO in the

ent that any additional insurance is required, before taking out additional insurance.

12.2 The United Nations shall not be responsible for liabilities for which the Contractor has failed to insure or to maintain insurance as required by the Contract.

Section 13
ENCUMBRANCES

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 the UN against any monies due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Contractor.

Section 14
USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

Notwithstanding Article 11 of the General Conditions, and for the sole purpose of affording protection to Contractor's vehicles, the CAO may authorize the Contractor, at its request, to attach to vehicles used for the purposes of this Contract special signs indicating the Contractor's link with the UN, in accordance with a sample that will be provided by the CAO.

Section 15
SECURITY

15.1 The UN shall make reasonable efforts to provide security to the Contractor's personnel performing services in the Mission area and take reasonable security measures to secure and protect the Contractor's equipment. The level of security to be provided to the Contractor shall be as justified by local conditions, and at the discretion of the Mission Security Coordinator.

15.2 The Contractor shall be responsible for taking adequate measures designed to safeguard personnel, protect property and safeguard against sabotage, damage, and theft of all material, supplies, and equipment including UN-furnished equipment.

15.3 The Contractor shall establish adequate procedures to liaise closely with UN security personnel on matters relating to security, including timely coordination of convoy starting points and times. The UN reserves the right to examine procedures, methods, facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such

procedures or facilities as may be recommended by the Mission Security Coordinator.

15.4 When the Contractor is unable to commence a convoy due solely to the failure of the Mission to provide an escort at the time and place previously notified to the Contractor by the Security Coordinator, any delay resulting therefrom shall not be considered a failure to perform on the part of the Contractor.

Section 16
UN-PROVIDED TRANSPORT

16.1 The UN will allow the Contractor's personnel to travel on Mission-provided transport in the Mission area strictly for the following purposes and to the extent feasible, which shall be decided solely by Mission authorities: serious medical condition, evacuation due to security development, and such other purposes as may have been expressly set out in the Special Conditions.

16.2 In consideration of the Contractor's personnel being permitted to travel on Mission-provided transport, each such person shall sign a release from liability in the applicable form attached hereto in Annex E.

Section 17
IDENTIFICATION BADGES

The Mission will provide the Contractor's personnel with appropriate identification badges in accordance with the regulations and rules of the UN.

Section 18
UN EQUIPMENT OR PROPERTY

18.1 Title to equipment and property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the UN upon the vendor's delivery of such equipment or property.

18.2 The Contractor shall be responsible and accountable to the UN for equipment or property provided by the UN or purchased with funds provided or to be reimbursed by the UN. To this end, the Contractor shall take reasonable measures necessary to preserve such equipment or property from loss or damage until returned to the UN. The Contractor further agrees to furnish just prior to completion of the Services under this Contract, a consolidated inventory of all excess supplies, material, and equipment imported for use under this Contract.

.3 The UN and its authorized agents shall have access at all reasonable times to the premises in which any UN equipment or property is located for the purpose of inspecting UN equipment or property.

Section 19
MEDICAL

The UN agrees to allow the Contractor's personnel access to the Mission's medical and hospital facilities in the event of an emergency or when their medical condition so requires, provided that each such person shall, prior to using any such Mission medical facilities, complete and sign the release from liability in the form attached hereto in Annex D. The UN agrees to allow the Contractor's personnel access to emergency medical evacuation provided by the UN from in-country sites to the nearest in-country or out-of-country medical facility equipped to deal with such medical condition. The UN reserves the right to recover from the Contractor all costs incurred in providing such services to the Contractor's personnel. The UN does not warrant opinions given by medical personnel on the medical condition of the Contractor's personnel or the need for their evacuation, and the UN shall not be held liable therefor.

Section 20
EFFECTIVE DATE OF CONTRACT

This Contract shall be effective as of 1 June 1995 when this Contract has been signed by both Parties, it being understood that the Contractor has performed services from 1 June 1995 to the date of signing pursuant to the terms of this Contract.

Section 21
SERVICE OF NOTICES

Any notice, request or approval required or permitted to be given or made under this Contract shall be in writing and in the English language. Such notice, request or approval shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile, telex or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

For the UN:

Chief Administrative Officer,
UNAMIR, Kigali,
RWANDA.

With a copy to:

Chief,
Purchase & Transportation
Service,
U.N. Headquarters, New York
U.S.A.

For the Contractor:
Project General Manager
BRSC
UNAMIR, Kigali
RWANDA

With a copy to:
VP Operations
BRSC
P.O. Box 3; STE03-1029
HOUSTON, TX 77001-0003

Section 22
SETTLEMENT OF DISPUTES

In the case of any dispute, controversy or claim arising out of, or in connection with, the validity, interpretation or implementation of this Contract, the Parties agree to promptly start consultations with a view to reaching settlement. If the matter cannot be settled within thirty (30) days after receipt by one party of the other party's written request for such consultations, either party may refer the matter to formal conciliation in accordance with the UNCITRAL Conciliation Rules then obtaining. If the matter remains unresolved within forty-five (45) days after one party has referred the matter to such conciliation, either party may submit the matter to arbitration as set forth in Article 15 of the General Conditions. The place of arbitration for the purposes of Article 15 of the General Conditions shall be New York, New York, USA. During the resolution of any such dispute pursuant to the procedures set forth in this Section, the Contractor shall not interrupt the performance of Services under this Contract.

Section 23
JOINT AND SEVERAL LIABILITY

The Contractor and BRH shall be jointly and severally liable for all of the Contractor's obligations and responsibilities under this Contract, and the UN is, in its sole and absolute discretion, entitled to pursue either one of them or both to enforce all or any of its rights and remedies under this Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signatures below:

For the UN:

Name: Roger A. Adams
Title: Officer-in-Charge, PTS
Date: 9 August 1995

For BROWN & ROOT HOLDINGS, INC.

Pat Moore

For BROWN & ROOT SERVICES CORPORATION

Name: CHARLES J. FIALA
Title: VP OPNS
Date: 31 JULY '95

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ANNEX A1

GENERAL CONDITIONS OF CONTRACT

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ANNEX A1

GENERAL CONDITIONS OF CONTRACT

1.0 **LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor *vis-a-vis* the United Nations. The Contractor's personnel and subcontractors shall not be considered in any respect as being the employees or agents of the United Nations.

2.0 **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection 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 the fullest regard to the interests of the United Nations.

3.0 **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.

4.0 **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

5.0 **SUBCONTRACTING:** In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all subcontractors. The approval of the United Nations of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

6.0 **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of 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 this Contract.

7.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, 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 acts or omissions of the Contractor, Contractor's employees or agents or subcontractors in the performance of

this Contract. This provision shall extend to claims and liability in the nature of workmen's compensation claim or those arising out of the use of patented inventions or devices.

8.0 **INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance with respect to its agents, servants, employees and subcontractors performing work or services in connection with this Contract.

8.2 The Contractor shall provide and thereafter maintain liability insurance in an adequate amount for death or bodily injury, or loss of, or damage to, property arising from the operation of any vehicles, boats, or airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors performing work or services in connection with this Contract.

8.3 The Contractor shall provide and thereafter maintain comprehensive general liability insurance to a per person ceiling as specified in the Special Conditions in Annex A2 for all claims by subcontractors, and by other third parties including employees of the UN, for death or bodily injury, or loss of, or damage to, property arising from acts performed or omissions committed by the Contractor, its agents, servants, employees or subcontractors in connection with this Contract.

9.0 **TITLE TO EQUIPMENT:** Title to any equipment and supplies that 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. The Contractor shall be liable to indemnify the United Nations for equipment determined to be unreasonably degraded.

10.0 **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

The United Nations 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 of or in the course of the execution of this Contract. At the United Nations'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

United Nations in compliance with the requirements of the applicable law.

11.0 **USE OF NAME, EMBLEM OR OFFICIAL SEAL 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 connection with its business or otherwise.

12.0 **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

12.1 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 the United Nations, shall be treated as confidential and shall be delivered only to United Nations authorized officials on completion of work under this Contract.

12.2 The Contractor may not communicate at any time to any other person, Government or authority external to the United Nations, any information known to it by reason of its association with the United Nations which has not been made public except with the authorization of the United Nations; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

12.3 Neither the Contractor nor its employees shall disclose to any person or organization, in any manner or form, during the contract period or after its expiration, any privileged or confidential information of the United Nations.

13.0 **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

13.1 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 the United Nations, 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 the Contract. The Contractor shall also notify the United Nations 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, the United Nations 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 this Contract.

13.2 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, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

13.3 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.

13.4 Notwithstanding anything to the contrary in this Contract, the Contractor recognizes that the work and services will be performed under harsh or hostile conditions in a country ravaged by civil war and civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil war or civil unrest shall not, in and of itself, constitute force majeure under this Contract.

14.0 **TERMINATION**

14.1 Either party may, for valid cause, terminate this Contract, in whole or in part, upon thirty (30) days notice, in writing, to the other party.

14.2 Should the Contractor or its parent company, BRH, be adjudged bankrupt, or be liquidated or become insolvent, or should either of them make a assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of either of them, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

14.3 The UN may terminate this Contract at any time should the mandate or the funding of the Mission be curtailed or terminated, in which case the Contractor shall be reimbursed by the UN for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

15.0 **ARBITRATION**

Any controversy, claim or dispute arising out of, or in connection with this Contract or any breach thereof, shall, unless it is settled amicably by direct mutual negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. Such arbitration shall be conducted under the auspices of the American Arbitration Association, which shall also serve as the Appointing Authority under the Rules. The arbitral tribunal shall have no authority to award punitive damages. 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.

16.0 **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

17.0 **TAX EXEMPTION**

17.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

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

18.0 **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

19.0 **AUTHORITY TO MODIFY:** Pursuant to the Financial Regulations and Rules of the United Nations, only the Purchase and Transportation Service at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief or Deputy Chief of the Purchase and Transportation Service.

ANNEX A2

SPECIAL CONDITIONS FOR CONTRACTS

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1.0 English or French Speaking
2.0 Performance Bond or Bank Guarantee
3.0 Cash Supply
4.0 Vacation and Rest and Relaxation
5.0 Insurance
6.0 Medical
7.0 Sustainment
8.0 Communications

ANNEX A2

SPECIAL CONDITIONS OF CONTRACT

1.0 **English and French Speaking:** The Contractor shall ensure that, whenever required for the efficient performance of the work under this Contract, a person fluent in English or Portuguese, as deemed appropriate by the RO, shall be available at the work site.

2.0 **Performance Bond or Bank Guarantee:** Within ten (10) days of the signature of this Contract, the Contractor shall at its own cost and expense, furnish a Performance Bond or Bank Guarantee equivalent to ten percent (10%) of the NTE, with such surety or sureties as shall be approved by the United Nations. Such Bond or Guarantee shall remain in force thirty (30) days after the last work is performed under this Contract. If the Contractor fails to deliver such Bond or Guarantee to the UN within the time limit indicated, the Contractor agrees that the United Nations shall be entitled to call in the Proposal Bond (Bid Bond) or, if for any reason the Proposal Bond has expired or is otherwise not available, to obtain the amount of US $ 100,000 from the Contractor.

3.0 **Cash Supply:** Inasmuch as there may be no banks with full foreign currency facilities within the Mission area, the Contractor must make its own arrangements for receiving cash, for purposes including but not limited to making payment to its employees and subcontractors. Should it not be possible for the Contractor to make its own arrangements to that effect, the RO may, in consultation with the Mission Chief Finance Officer, assist the Contractor in receiving cash in the Mission, upon the Contractor's written request and following consultation with the Contractor, provided that the decision on the feasibility as well as extent, nature, form and procedures of such assistance shall rest solely with the UN.

4.0 **Vacation and Rest and Relaxation:** The Contractor's expatriate staff will be entitled to the same vacation and rest entitlements as are available to the Mission's international civilian staff. Any additional entitlements granted by the Contractor to its personnel or the personnel of its subcontractor's will be at the Contractor's own expense.

5.0 **Insurance**: The Contractor shall take out insurance coverage under Article 8 of the General Conditions in the following amounts:

To Be Reported in the Contractor's Proposal

6.0 **Medical:** The Mission may provide through its Medical Officer, stool, blood and urine tests of Contractor's personnel

involved in tasks requiring particular hygiene. The UN does not warrant the results of such tests in any way and shall not be held liable therefor. The UN reserves the right to recover from the Contractor all costs incurred in providing such services.

7.0 **Sustainment:** Where sustainment facilities such as feeding, lodging and other life support functions are available to the Mission, the CAO may, at his or her sole option, require the Contractor to use these facilities, at no charge to the UN.

7.1 If the Contractor undertakes to provide, or to upgrade or supplement UN-provided sustainment, it will be at the Contractor's own expense.

7.2 Changes to or modifications of existing Mission-provided sustainment will require written approval from the Mission CAO.

8.0 **Communications:** The Mission may provide international telecommunication services for the Contractor's use in exigency, and then only for essential communications directly related to the performance of the Contract. Requests for such services shall be made in writing by the Contractor to the Chief Administration Officer of the Mission. The UN reserves the right to recover from the Contractor all costs incurred in providing such services. The Mission shall not provide telephone or facsimile facilities for the personal use of the Contractor's staff.

ANNEX B

THE REQUEST FOR PROPOSAL
Dated 11 Feb. 1995

Modified and Further Clarified by the "STATEMENT OF WORK FOR UNAMIR 3RD LINE SERVICES SUPPORT CONTRACT" issued at the site briefing in Rwanda, including Annexes A, B, C, D, and E to UNAMIR Site visit dated 6 March 1995 (the "SOW") (the "RFP")

(Complete copy of "Statement of Work for UNAMIR 3RD Line Services Support Contract" is held by PTS)

PTS/CON/184/95
Brown & Root Services Corp.

UNITED NATIONS NATIONS UNIES

POSTAL ADDRESS—ADRESSE POSTALE UNITED NATIONS N.Y. 10017
CABLE ADDRESS—ADRESSE TELEGRAPHIQUE UNATIONS NEWYORK

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REFERENCE

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CF/wjp
11 February 1995

Dear Sirs/Mesdames,

SUBJECT: Request for Proposal (RFP), United Nations Case No. MIR5-200017/CF; Provision of Logistics and Related Support Services to UNAMIR

INTRODUCTION

The United Nations Organization undertakes Field Missions utilizing military Contingent Forces contributed by Member States and civilian United Nations personnel. These Field Missions often operate in hostile environments where the infrastructure may be limited or non-existent.

For a Mission to operate, it must have the capacity to undertake, in support of itself and its mandate in the host country, work and services related to, but not limited to, the following: transportation; equipment maintenance; storage and distribution; construction, maintenance and/or repair of roads and runways; construction, maintenance and/or repair of buildings and grounds; waste management; laundry services; water production and purification; airfield management and traffic control; port terminal management, etc. During the life of the Mission, some of these tasks will cease, contract, or expand, and new tasks may also commence.

The United Nations has historically undertaken many of the above described tasks using resources from within the Contingent Forces, supplemented by resources obtained under fixed-price contracts. For several reasons, including the growth of Missions and the finite capacity of the United Nations own resources, the United Nations is considering entry into "umbrella contracts" to ensure that the capabilities needed to undertake these Field Missions, particularly during the Mission start-up period, are immediately available.

Please therefore find herewith a Request For Proposal for such contract(s) for the United Nations Mission in Rwanda (UNAMIR). It is further expected that a similar solicitation to support the United Nations Mission in Angola may be issued. However, proposers are NOT to link their proposal for UNAMIR to other possible future contracts.

As this Request For Proposal seeks to define requirements that are still developing in the Mission, and will evolve during the life of the Mission, proposers may observe unavoidable gaps in the data provided. Much of this will be obtained during a mandatory site-survey, to be conducted prior to submission of a proposal.

Sincerely,

Roger A. Adams
Officer-in-Charge,
Purchase & Transportation Service/OCSS

SECTION A

I. REQUEST FOR PROPOSAL (RFP)

1. The United Nations (UN) hereby solicits your proposal for the provision of various logistics support services to the United Nations Mission in Rwanda (UNAMIR). The requirements are described in Section C "Scopes of Work" of this RFP. The United Nations intends to assign work to the firm(s) to which a contract(s) may be awarded as a result of this RFP (hereinafter referred to as the "Contractor") when and as needed, within the Scopes of Work, and in accordance with the procedures set out in the contract form attached hereto.

2. The United Nations expects that any contract(s) resulting from this RFP will be subject to the standard United Nations General Conditions for contracts and will include the forms of Contract and Releases in the Attachments herewith.

3. Please be advised that this is a Request for Proposal (RFP) and not an Invitation to Bid (ITB). Please also be advised that the terms set forth in this RFP and in any proposal received by the United Nations, to the extent agreed to by the United Nations, will form part of any contract between the United Nations and the party whose proposal may be accepted. In addition, any contract will require compliance with all statements and representations made in an accepted proposal.

4. This RFP does not commit the United Nations to award a contract or to pay any costs incurred in submitting proposals, in making necessary studies for the preparation thereof, or in procuring or contracting for services or supplies. The United Nations reserves the right to reject any or all proposals received in response to this RFP, to negotiate and/or contract with any of

the proposers or other firms in any manner which the United Nations may deem to be in its best interest, to modify or exclude any consideration, information or requirement contained herein, and to add new considerations at any time during the procurement process. The United Nations reserves the right to negotiate for and to award separate contracts for the elements covered by this RFP.

5. This RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of an offer made by the United Nations. No contractual relationship will exist except pursuant to a written contract signed by the United Nations and the chosen proposer(s).

6. All proposals will be received and evaluated by the United Nations in accordance with the provisions of the United Nations Financial Rules and Regulations and on the basis of their suitability to the requirements, conditions and considerations contained herein. Please note, in particular, the Technical and Financial evaluation criteria enclosed.

7. The Financial Regulations of the United Nations preclude advance payment and/or letter of credit payment terms. Such provisions in a proposal may be prejudicial to its evaluation by the United Nations. The United Nations standard payment terms are net 30 days by cheque or bank transfer against the invoice(s) and proof of shipment/delivery of services. Discounts, if any, for early payment must be specified in your proposal. The United Nations reserves the right to make payment in the currency of the country in which the articles or services are supplied.

8. Your proposal, including all rates and fees proposed therein, shall remain valid and open for acceptance for a period of at least

one hundred and twenty (120) days from the closing date indicated below for the receipt of proposals. Please specify that your proposal, including all rates and fees contained therein, will remain valid and open for acceptance for this period of time.

9. Proposals may be withdrawn on written request prior to the specified time and date of opening of this RFP. Negligence of the offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Changes to proposals before the RFP opening must be explained or noted over the signature of the offeror. Proposal changes must be submitted in a sealed envelope and received at the UN Processing Unit as described below.

10. This RFP is communicated to and received by each addressee thereof on the understanding and condition that it is *confidential and proprietary* to the United Nations, and cannot be released except for the limited purpose of use in negotiations with potential subcontractors.

11. Please note when completing this RFP that any contract resulting from this RFP and your proposal will be for an initial term of ONE year, from approximately 1 May 1995 to 30 April 1996, which the UN will have the option to extend for successive THREE-month periods. However, it is important to note that UNAMIR has been established pursuant to a decision of the United Nations Security Council, and that its mandate and funding are subject to Security Council and General Assembly decisions. The United Nations shall be entitled to terminate forthwith any contract awarded on the basis of this RFP, should the mandate and/or funding of UNAMIR be terminated or curtailed pursuant to Security Council or General Assembly resolutions.

12. Please note that UNAMIR is an operation under Chapter VI of the United Nations Charter, which involves an element of risk. Whilst the United Nations will endeavour to provide security for the Contractor(s), there are no guarantees of safety.

13. It is the proposer's responsibility to be aware of and understand any and all access, security and working restrictions currently in force in UNAMIR's Sectors of Operation (Refer to map in Section D). All of the Contractor's staff working in UNAMIR will undergo a security check and, if approved, be issued an identification card.

14. It is estimated that there are approximately 5,642 UN military and 300 civilian personnel in Rwanda. Updated estimates will be provided to you at the start of the mandatory site survey, which is required *prior* to submission of your proposal. This detailed site survey will provide up to date information upon which to base your proposal. All information supplied in Section C of this RFP, Scopes of Work, will be validated and updated at the site survey. The site survey will be conducted at the expense of the proposer.

15. The site survey should be requested from, and organized through, the Officer-in-Charge, Logistics & Communications Section, FALD, UNHQ, by facsimile number (212) 963-2116 (CLEARLY MARKED: UNAMIR SITE SURVEY REQUEST). The site survey *must* occur before the pre-proposal Q&A meeting described at paragraph 20 below.

16. Please note that the United Nations envisages to make available to the Contractor(s) vehicles, equipment, materials and supplies for the performance of the contract(s) that may be awarded, subject to their being returned to the United Nations as provided in the contract(s). A listing of what is currently available is attached in Section D, II.

17. Please note that the United Nations regards the use of local enterprises and labour to be a vital component of the general recovery of the country. Specifically, the United Nations expects the successful proposer(s) to engage the services of as much as reasonably possible of the local enterprises and labour forces currently working for Multi-National Force to perform the services covered in the Scopes of Work. The experience of the United Nations is that the local population attaches great importance to this matter and efforts by the successful proposer(s) to achieve this will contribute in creating a favourable context for the performance of the contract(s). Exceptions to this local recruitment must be pre-approved by the Mission's Senior Administrative Officer and documented as to fair market value of the labour cost.

18. In preparing a proposal, the Contractor should note that he will be required to make his own arrangements for receiving cash, for purposes including but not limited to making payment to his employees and subcontractors. The Contractor's proposal should outline how cash will be received in-country and what methods of safeguarding will be in effect. Should it not be possible for the Contractor to make his own arrangements to that effect, UNAMIR may endeavour to assist the Contractor in receiving cash in the UNAMIR area, upon the Contractor's request and following consultation with the Contractor, providing that the decision on the feasibility as well as the extent, nature, form and procedures of such assistance shall rest solely with the UN.

19 a) Technical questions arising from the site survey and from Section C (Scopes of Work) of this RFP must be in writing, including by facsimile, and received no later than two working days before the Q&A meeting described at paragraph 20, by:

Officer-in-Charge, Purchase & Transportation Service
(Attention: Mr. C. Fathers)
866 UN Plaza, A-6120
UNHQ, New York 10017
Fax: (212) 963-0377/3503

CLEARLY MARKED: UNAMIR TECHNICAL QUERY; MIR5-200017/CF

19 b) Queries of a general or contractual nature, must be in writing, including by facsimile, and received no later than *two* working days before the Q&A meeting described at paragraph 20, by:

Officer-in-Charge, Purchase & Transportation Service
(Attention: Mr. C. Fathers)
866 UN Plaza, A-6120
UN HQ, New York 10017
Fax: (212) 963-0377/3503

CLEARLY MARKED: UNAMIR GENERAL/CONTRACTUAL QUERY; MIR5-200017/CF

20. A pre-proposal Q&A open session will be held at the Department of Peacekeeping Operations, United Nations Headquarters in New York, New York, approximately one week before the closing date of this RFP, for all responsive proposers. Answers to all written questions received indue time from proposers will be distributed at this time. You will be notified of the exact time, date and location of this meeting via facsimile letter.

21. Proposals are to be accompanied by a bank cheque made payable to the United Nations in the amount of US $500.00, in payment for the RFP documents. This payment has no effect in any way on the rights and remedies of the United Nations, as described in this

RFP and its Attachments. The US $500.00 cheque is *non-refundable* and *non-returnable*, and is *unrelated* to any proposal bond or performance guarantee described in this RFP. Kindly affix this cheque to the Letter of Transmittal accompanying your proposal.

22. Please submit five (5) copies of your written proposal (one original and four copies) along with the US $500.00 cheque, in a sealed envelope clearly marked as follows:

CONFIDENTIAL: RFP, PROVISION OF LOGISTICS SERVICES TO UNAMIR

Sealed Proposal No. MIR5-200017/CF
Opening Date & Time: 22 March 1995, : 2:00 p.m.

Chief, Processing Unit
United Nations
Purchase and Transportation Service
866 United Nations Plaza, Room A-6080
(Corner of 1st Avenue and 48th Street)
New York, NY 10017
USA

23. Proposals must be received at the above address *no later than 2:00 p.m. New York Time (Eastern Standard Time) on 22 March 1995*. Proposals received by the United Nations after this time and date will be automatically rejected. Telex and facsimile proposals are NOT acceptable. Proposals may be delivered either by hand, regular mail or express carrier. Delivery of proposals to any other United Nations office location such as the Mail Room, the Visitor's Desk or the Security Desk will be at the risk of the proposer and will not constitute timely delivery. *No exceptions will be made*. Written proof of receipt will not be given unless a Postal/Courier Service receipt or other form of receipt is presented for signature by the addressee.

24. A public opening of proposals will take place, which a representative of contractors' submitting a proposal may attend, in the bid room of the Purchase and Transportation Service, 6th Floor, 866 United Nations Plaza, New York, N.Y. 10017 at 2:00 p.m. New York time on 22 March 1995. Proposers may send one (1) representative to attend the opening but must advise the United Nations of their intention in this regard by the acknowledgement letter attached.

25. You are kindly requested to return by 5:00 p.m. New York time, 22 February 1995 an acknowledgement letter in the form shown on page 12 hereof, advising whether or not your firm intends to submit a proposal.

ACKNOWLEDGEMENT

Date: 11 February 1995

Dear Sir,

Subject: **Request for Proposal (RFP) FOR THE PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES TO UNAMIR; UN Case No. MIR5-200017/CF**

We, the undersigned, acknowledge receipt of your Request for Proposal dated 11 February 1995.

We confirm that our company's proposal will be accompanied by a bank cheque made payable to the United Nations, in the sum of US $500.00, in payment for the RFP documents. We agree that this payment has no effect in any way on the rights and remedies of the United Nations, as described in the RFP and its Attachments. We agree that the cheque is non-refundable and non-returnable, and is unrelated to any proposal bond or performance guarantee described elsewhere in the RFP. We confirm that the bank cheque will be affixed to the Letter of Transmittal accompanying our proposal.

We intend/do not intend to submit a proposal to the United Nations by the deadline date of 22 March 1995, 2:00 p.m. New York time.

( ) Intend ( ) Do Not Intend

Sincerely yours,

Signature: _____

Name and Title: _____

Company Name & Address: _____

_____

Fax Number: _____

Telephone Number: _____

RETURN IMMEDIATELY VIA FAX (+1.212.963.0377) TO:
Roger A. Adams
Officer-in-Charge
Purchase & Transportation Service
United Nations, New York
Attn: CHRISTOPHER FATHERS

II. REQUIREMENTS FOR THE PROPOSAL

The proposer must meet the following requirements in order to be considered capable of undertaking all items of the Scopes of Work, as described in this solicitation:

1) The proposer must have relevant professional experience of *at least 10 years* in international projects of a similar nature within countries of a similar character (ie. harsh and/or hostile environments). The projects must have had an award value of at least USD Fifty Million ($50,000,000.00), and also be with a similarly demanding and complex customer as the United Nations. The proposer must give particulars about such projects.

2) Assets - Net assets of at least USD Thirty Million ($30,000,000.00), verified by independent audited accounts within the last year.

3) Proposal Bond - A Proposal Bond in the amount of US $100,000 is required with your proposal. The bond shall be in the form of a certified Bank cheque from an international clearing bank or similar instrument acceptable to the United Nations as an equivalent. The proposal bond shall also be *valid for a 120 day* period following the deadline date of this RFP. The bond shall be returned promptly after whichever of the following occurs first:

a) The expiry of the proposal bond at the end of the 120 day period;
b) The entry into force of a contract and the provision of a Performance Guarantee conforming to the requirements of this RFP;
c) The termination by the United Nations of the tendering proceedings without the United Nations having entered into a contract;

d) The withdrawal of the proposal prior to the deadline for submission of proposals.

4) Performance Guarantee - A Performance Guarantee equivalent to 10% of the award value will be required. For a proposal to be considered, it must contain a *firm commitment* to provide such a Performance Guarantee. In addition, the Performance Guarantee shall remain in force thirty (30) days after the last Mission Task Order is performed under the Contract.

5) Corporate Certificate - (Section D, Attachment III) to be attached to your proposal.

III. PROPOSAL CONTENT

1. GENERAL

The following instructions are to assist the proposer in submitting a fully responsive proposal. The United Nations requires this data to evaluate the overall reasonableness of the proposal and to perform an analysis and comparison with other proposals received. The proposer is cautioned that compliance with these instructions is mandatory and failure to comply will result in rejection of the proposal. Each proposer is cautioned that the following requested information is crucial to convincing the United Nations that the proposer understands the requirements of the "Scopes of Work" and can capably respond to the same.

2. CONTEMPLATED CONTRACT

It is contemplated that a Cost Plus Fee Contract or Contracts will be awarded to the contractor or contractors submitting the proposal which, in the opinion of the UN, will be to the best advantage of the UN in consideration of the overall evaluation factors as contained in Section F. Reimbursement will be for actual costs allowed, allocable to this contract, and reasonable. The ingredients of a Cost Plus Fee Contract arrangement are:

An Estimated Cost

A Fee

(a) The estimated cost is the Contractor's best estimate of

anticipated total cost for performance of the work set forth herein. The main functions of the estimated costs are:

(1) To provide a goal for management.

(2) To provide a basis for funding the Contract.

(b) The fee is designed to compensate the Contractor for profit evaluation factors such as risk, investment and the nature of the work to be performed, but in an amount commensurate with a level of, or quality of, performance categorized as "acceptable to the United Nations".

3. CONTENT AND FORMAT INSTRUCTIONS

A. Proposal Format

(1) Dimensions of the paper: standard 8 1/2 by 11 inches or A4 excluding fold-cut charts and drawings which are not to exceed 36 inches.

(2) Typing format: (a) Single sided sheets.

(b) Single spaced.

(c) Type size 12 point or larger

(3) Type of binding: Not permanently bound.

(4) Colour and/or photographs should not be used unless deemed absolutely necessary to the presentation. The use of tables and graphs to summarize information is strongly

encouraged. However, overly elaborate presentations are strongly discouraged.

(5) (i) The proposals shall be divided into *three separate volumes;* delivered in the quantities as follows:

Volume I - Technical Proposal - Original and 4 copies
Volume II - Management Proposal - Original and 4 copies
Volume III - Cost Proposal - Original and 4 copies

(ii) Dollar values must NOT be included in Volume I or Volume II so that technical evaluation may be made without regard to price.

(iii) Assumptions, caveats and exceptions: It is the intent of the United Nations to tender a RFP that proposers can respond to without the need to make assumptions in determining how to provide complete services. Should the need arise to make an assumption, caveat and/or exception, these should be clearly identified and documented in the proposal.

B. TECHNICAL PROPOSAL (VOLUME I)

The Technical Proposal must be specific and complete and must contain, as a minimum, the information specified below:

(1) Provide a discussion of the approach to the overall tasks to be accomplished. Display your understanding of the requirements. Set forth your approach to the tasks in the Scopes of Work (SOW). Explain why the approach has been selected and why you are qualified to perform the tasks included in the SOW. Address those elements which you feel

are most important and discuss those which appear the most difficult to accomplish. The proposal must not merely offer to perform in accordance with the SOW and the other requirements of the contract, but it must clearly establish your capability to do so.

(2) The proposal must be organized according to the proposed tasks of the SOW and all technical discussion must be clearly task related and oriented, using where possible, charts, tables or marginal reference.

(3) In addition to a full discussion of the approach to the overall requirements, provide a detailed approach to the categories of work defined in the SOW at Section C, emphasizing the rationale for the approach selected and why the selection should solve or satisfy the requirements of the work. The discussion should include details down to the task and work order level. Include specific statements concerning any interpretations, assumptions, deviations, or exceptions in respect of the Scopes of Work.

(4) Include a summary critical path schedule which shows the accomplishment of tasks in monthly increments with the number of man-hours required. Where a project/approach involves interrelated tasks or phases, prepare a separate chart which shows these relationships on a time-phased basis.

(5) Identify and define all interfaces and trade-offs. Explain what alternate approaches were considered as applicable to the satisfaction of the overall requirement. The advantages and disadvantages of these approaches must be included in the technical volume.

(6) Materials and Equipment: A detailed listing of the materials and equipment required to support all Task Orders. The anticipated repair part requirement in support of this equipment should also be specified.

(7) Quality Control: Detail the methods of ensuring quality control for products, services, and materials and equipment provided under this contract.

(8) Reporting Requirements: Each Task in the SOW sets forth reporting requirements which are used in the monitoring and control of Contractor progress and performance. Include a sample format of the reporting product which the Contractor would produce to satisfy this requirement. (For this, data are not necessary, it is the format of the product and the types of data it will contain that will be evaluated.)

C. MANAGEMENT PROPOSAL (VOLUME II)

The Management Proposal must be specific and complete and must contain, as a minimum, the information specified below:

(1) A discussion of how manpower and other resources will be organized to perform the tasks of the SOW and how this group relates to corporate or equivalent organizational structure. Organization charts of personnel and their assigned tasks are essential. Describe how management control is exercised and what responsibility is assigned to each key individual.

(2) Provide a tabulation of the manpower to be assigned to each task by technical discipline.

(3) Identify key personnel and provide an estimate of the percentage of their time which will be devoted to this procurement. Provide their curriculum vitae, with a brief but pertinent summary of their background as it relates to similar projects, their specific qualifications and their educational and technical/management accomplishments.

(4) Identify the personnel who prepared the proposal for this solicitation as well as the percent of their time or percent of the text which each contributed.

(5) a) Provide a management plan which provides a clear, concise description of the approaches or concepts in response to all tasks of the SOW. The management plan should indicate how, when and where each task and sub-task is planned to be accomplished as well as control methods, internal reporting procedures, organizational relationships, terms of reference, and accountability of key personnel. This plan must be compatible with the Cost Proposal and the Technical Proposal, by task and sub-task and the manpower, in man-hours, provided as part of this plan so that your planning commitments present an integrated whole including Technical, Management, Organization, and Cost/Schedule considerations. The relationships of hours proposed for each labor category for each task should be shown as a percentage of the total hours proposed for each labor category. Personnel management information such as hiring, firing, discipline, incentives, shall be addressed. Methods for communicating with teams deployed at various field sites shall be discussed. No cost data or cross reference to the Cost and Technical proposals shall be included in the management plan with the exception of man-hours.

b) Furnish separate plans of operation as required by the Scopes of Work. The proposer shall provide an organization chart showing limits of authority, responsibility, and communication for management (supervisory) and technical personnel. The plan or chart shall indicate who will be working on each task and, where appropriate, how many hours each individual will spend on each task.

c) Describe the financial capacity/capability of your company to support the execution of the execution of the management plan.

(6) Where applicable, all proposed subcontractors shall be identified showing the work they will perform or support under this effort. Indicate the proposed working relationship, man-hours to be utilized and controls and lines of communication to be implemented.

(7) Identify any potential conflicts with other work in the areas of personnel, capabilities, and priorities.

(8) Describe that experience your firm has had in similar or related efforts. This shall include statements to the extent not only to which the key personnel to be assigned to the program have been involved in past related efforts but also those which your firm in cooperation with proposed subcontractors have undertaken.

D. <u>COST/PRICE PROPOSAL (VOLUME III)</u>

1. In addition to the Cost Schedule in Section B, the following information must be provided in your Cost Proposal, which shall reflect those efforts and deliverables to be

priced in this solicitation:

(a) A financial statement of the firm or corporation for the year 1993, certified by a reputable independent accounting firm. A certification must be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place.

(b) Direct Labor Cost. The amount of time to be devoted to each task should be clearly indicated and salaries for each employee category should be listed showing the pay rate, the number of people in the category and the duration of their employment.

(c) Overhead Burden. Substantiate the basis for the overhead rate and state which auditing agency (if any) has approved the use of these rates for bidding purposes.

(d) An estimate of the extent of anticipated subcontracting should be included.

(e) Supplies, Equipment, and Repair Parts. Items should be grouped as either "supplies and expendable equipment" or "non-expendable equipment". Quantities and unit prices should be provided stating whether such items are to be purchased or leased by the contractor (positioning and depositioning costs to be itemized separately).

(f) Subcontractors and Consultants. Identify the specific area or problems in which such services are to be used. List the contemplated consultants, the estimated number of days required, and the consultant's quoted rate per day. If known, state whether the consultant's rate is the same as he has received for similar services for other contractors.

Itemize principals of subcontractor organizations and include rates of pay and other cost elements.

(g) Travel. Itemize estimated travel costs to show the number of man-trips required, destinations, cost of travel (common carrier fare or number of miles and cost per mile if contractor-owned vehicle is used). When per diem is requested, the costs per person per day should be stated and the individuals to whom the per diem will be paid should be clearly identified.

(h) Other Direct Costs. Such cost should be broken down to show how the total cost was derived. For example, computer time should show the type of computer, estimated total time of use, and the established hourly rate.

(i) Indirect Costs.

(j) Fee.

2. The total estimated cost (estimated cost plus fees) for each category set forth in the Scopes of Work must be fully priced as part of the cost proposal as well as the Fee spaces in Section B of the RFP. All elements of the cost proposal should be fully supported by cost data which include details of cost estimating relationships, factors, assumptions, and "ground rules". Supporting cost data should establish the basis for the proposer's cost estimates relative to the effort to be established. Proposed costs should be on a total requirements basis and reflect all items, deliverable and non-deliverable, required to perform the tasks set forth in the Scopes of Work. Data in support of labor, overhead,

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general administrative, and special pricing factors shall be provided.

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SECTION B
SCHEDULE OF PRICES/COSTS

When framing a proposal in this section, a contractor may consider that based on the UN experience so far, very approximately 50% of the maximum capacity across the SOW may be utilized (though individual items may exceed the volume envisaged in the SOW). The UN cannot estimate at this stage whether, for example, this will occur due to less than all the listed item's being required, or a reduced volume of requirement within the items. This observation is made without any obligation on the part of the UN. Further, an integral part of the negotiation process of achieving a contract award with the succesful proposer will be to establish a mechanism to allow for a variation in Fee if under/over requirement of a SOW item reaches a particular level.

ITEM	DESCRIPTION	QTY	1 YEAR PERIOD	COST $	FIXED FEE $
A.	MANAGEMENT & ADMINISTRATION IN ACCORDANCE WITH THE SOW.	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
B.	WATER DISTRIBUTION SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
C.	CONSTRUCTION & MAINTENANCE SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
D.	COMMUNICATIONS SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
E.	FUEL OPERATIONS SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
F.	EQUIPMENT MAINTENANCE SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				

G.	PERSONNEL SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
H.	GENERAL SERVICES SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
I.	WAREHOUSING MANAGEMENT SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
J.	GROUND TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
K.	AIRFIELD OPERATIONS IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
L.	ROADS & RUNWAYS SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				
M.	EDP SUPPORT IN ACCORDANCE WITH THE SOW	1	LOT		
	Number of international professional staff:				
	Number of Skilled Trades:				
	Number of semi & unskilled labour:				

BOX A II	BOX B	BOX C
Maximum percentage increase in $ value of SOW Item over Period, that proposer offers to accept without increase in Fee. _____%	Ceiling percentage (%) by which proposer would require increase in Fee on basis of increases in $ value of SOW Item over Period. _____%	Total (Items A to M, inclusive Costs and Fee) _____%

BOX A II
Minimum percentage decrease in $ value of SOW Item over Period, before a reduction in Fee, that proposer offers. _____%

SECTION C
SCOPES OF WORK

1.0. INTRODUCTION

The following paragraphs outline the Scope of Work (SOW), as required by the Contract, that may be awarded to the successful proposer. Actual work to be performed, which will be in accordance with the Contract, and the ultimate basis for invoicing and payment, will be assigned by individual Work Order(s) (WO) for one-time jobs, and by Task Order(s) (TO) for on-going services. In order to accommodate this requirement, the Contractor is expected to maintain a list of qualified individuals and sub-contractors who can be mobilized at 10 days notice. Proposer's mobilization plan should include an exact listing of the minimum essential personnel by trade and appointment necessary to effect the SOW at the beginning of the contract period. The Contractor is required to mobilize management staff in KIGALI 15 days after notification of award to conduct detailed handover and briefs with UNAMIR and the current Contractor. Each contracted employee mobilized by the Contractor is subject to the approval of the UNAMIR officer responsible for the contract (Responsible Officer; RO) through the life of the contract.

2.0. GENERAL SCOPE

1. In support of UNAMIR, the Contractor will provide services as tasked by the mission RO through the issuance of specific orders to satisfy mission requirements not achievable by employment of internal UN resources or more cost-effective acquisition of commercially available services by the UN outside the Contract of which the SOW will form a part. Derived from the SOW, the Contractor will be issued with Statements of Requirements (SOR) against which the Contractor will provide a Work Breakdown Structure (WBS) including a cost estimate and critical path analysis. On acceptance of the WBS, the RO will issue Task order(s)(TO) which will be activated by individual Work Order(s)(WO).

2 The categorized SOW which the Contractor can be tasked to carry out is set forth below. Task A (Contractor's In-Country Administration and Management) is the only task which the Contractor must perform throughout the period of the contract. All other tasks are to be performed as required by UNAMIR and may be activated or deactivated as required. As stated in section 1.0, above the Contractor is to maintain the capacity to activate any particular Task at 10 days notice.

3. Overall contract administration will be the responsibility of the Officer-in-Charge Administration UNAMIR (OIC Adm) who will designate a Responsible Officer (RO), to be responsible for the day-to-day administration of the contract.

A. CONTRACTOR'S IN-COUNTRY ADMINISTRATION AND MANAGEMENT

1. **General.** Management and Administration will include all labor, matériel, matériel and other allowable and allocable charges associated with the overall execution of Work Order(s) and Task Order(s), as defined by such Order's Statement of Requirements. Management and Administration includes, inter-alia, self-sustainment in-country administration and management that will be capable in particular of supporting and/or providing the following functions:

   a. Storage and distribution as required.

   b. Receive and process requests for support as required.

   c. Review and analyze demands and computations of supported elements.

   d. Evaluate work load and capabilities of subordinate elements.

   e. Coordinate priorities. Priorities to be dictated by UNAMIR.

   f. Provide operator information on which the mission may base directives, policies, estimates and other required action(s).

   g. Provide management and coordination for air and surface logistics requirements, e.g. sea, air and ground transport.

   h. Provide initial requirements, replacement or consumption requirements, and/or requirements formulas for operations.

   i. Provide logistics distribution techniques and procedures as required. This element includes receipt, storage, issue, salvage and disposal.

   j. Carry out continuous analysis of operations and recommend necessary corrective action; also, if required, assist in the development of plans and

programs.

k. Provide service teams containing casual labor as required.

l. Provide liaison functions as required, particularly between the mission's designated UN officers and Contractor's on-site management.

m. Provide any other specialized logistical function required in performance of its responsibilities.

n. Provide quality Assurance functions as directed.

o. Provide evidence of personnel employment including timekeeping. Local National pay-scales are to be consistent with the approved UNAMIR local pay-scale and payable in local currency.

p. Provide procurement or lease of matériel, miscellaneous supplies, major and minor equipments and/or replacement parts to fulfill Mission requirements. These are to be limited to the SOW and are to be procured only under reasons of exigency, in the event of local scarcity or if local mission procurement or lease arrangements are impractical.

q. Provide detailed cost estimates and reports on individual job orders and work completed as required.

r. Provide in-country capability for the preparation and submission of Contractor's invoices for payment.

2. **Sustainment.** Sustainment will include all labor, matériel and allowable and allocable charges associated with the internal support of the Contractor's operations.

a. The Officer in Charge of Administration (OIC Adm UNAMIR) will be responsible for providing basic infrastructure support for the purposes of task/work accomplishment. Specifically, office buildings, administrative vehicles, access to communication and office furnishings. This support is not to be used for business practice of the Contractor's organization or to be used to solicit other contracts in the geographical area.

b. If not provided by UNAMIR the Contractor will be responsible for providing and arranging for all

internal support of their operations which includes transportation of personnel to and from the mission area, feeding, lodging, medical, power generation, water distribution, personal hygiene, communication and EDP facilities, regional transportation not connected with execution of the contract, R & R, expendable and consumable supplies. The cost of these facilities are to be included in the Contractor's management fee. Should extra-ordinary circumstances make the Contractor unable to use its own supply channels to acquire matériel and supplies required to support its operations under the contract, UNAMIR may, grant the Contractor access to the mission's established supply channels on a temporary basis.

3. **In-Country Administration and Management.** This shall include all labor, matériel and allowable and allocable charges associated with in-theatre administration and management of tasking as defined by Task and Work Order(s) issued against the Contract. The Contractor will provide in-country management that will allow for efficient cost and schedule control of all assigned tasking. In addition, local authority and approval is required for all in-scope operations.

4. **Headquarters Support.** The Contractor may, as is most cost-effective, provide for support management, finance and administration, procurement, project control and payroll support to in-country operations from the Contractor's headquarters. Support provided is to include only that support in direct support of In-Country operations.

5. **Mobilization/Demobilization.** The Contractor will be responsible for budgeting for the cost and conduct operations to achieve the timely mobilization and demobilization of personnel and equipment.

6. **Reporting Requirements.** The Contractor is to provide the following reports to the RO weekly, unless otherwise specified:

   a. Cost Status Report (numeric and graphic).

   b. Management/Situation Report (Daily).

   c. Logistics Status Report (including summaries of reporting requirements of all Task Orders/Work Orders).

   d. Personnel Strengths (to include numbers of

personnel by location, and number of mobilizations and demobilizations).

B. WATER DISTRIBUTION SYSTEM

1. **General.** UNAMIR will provide all equipment associated with water distribution unless otherwise specified. The Contractor is to provide and maintain water treatment and or purification operations for approximately 6,500 personnel and other services related to water supply as described in (a) through (d) below. The Contractor is also to report to the RO as specified in (e) below.

   a. **Production and Purification.** Operate water production and/or purification equipment up to 24 hours per day if necessary in order to produce, store, issue and transport bulk potable water. Currently the production of potable water is concentrated at one (1) site in KIGALI but is likely to expand to two (2) sites, both in KIGALI. UNAMIR will furnish matériel to effect this operation. The locations of the production and or purification units are, but are not limited to KIGALI and other locations in RWANDA. The Contractor will be responsible for the operation and maintenance of water production, distribution and storage which includes:

      (1) Establishment and operate of storage sites and Jerry can filling centers to distribute potable water at the above locations.

      (2) Water purity testing and the implementation of preventative measures and maintenance of treated water supplies.

   b. Acquire raw ground water through the drilling of wells. Maintain proper records such as matériel used, hours of operation, well depth and yield at each site/point. Data will be submitted as an addendum to the weekly Logistics Status Report.

   c. **Storage.** Amounts to be produced and stored will be based on the entitlement of 80 liters/day/man for treated water and 4.5 liters/man/day for drinking water, which includes water for medical facilities. Storage, including reserve requirements per sector,

will be communicated to proposers during the site briefings and will be based in part on the availability of water storage equipment in the mission. Once established, the Contractor will work

with UNAMIR staff to design, develop and maintain storage capabilities. The Contractor may be expected to:

(1) establish storage site as required throughout RWANDA; and

(2) establish or relocate sector storage facilities within sector operational areas.

d. **Water Delivery.** See Ground Transportation Section.

e. **Reporting Requirements.** The Contractor will provide the following weekly reports:

(1) Work Order Situation Report (to include WO number, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

(2) Water Summary (to include previous balance, receipts, issues, current balance, days of supply listed by location, by contingent or ordering/ receiving party).

(3) PMT summary (summary of tests performed and results).

C. **CONSTRUCTION AND MAINTENANCE**

1. **General.** The Contractor is to provide support for accommodation, construction, and maintenance, and is to have the ability to execute a minimum of two (2) major projects simultaneously. Such support includes:

2. **Construction.** Provide implementation plans and construction schedules for minor or major construction work for such work as:

a. construction of security fences and/or gates to protect UNAMIR properties;

b. prepare topographical and or contour site surveys;

c. make and install certain items of furniture such as

shelving, pigeon holes for mail, etc.);

d. install plumbing and/or electrical systems;

e. execute alteration work to build/remove/change floor layout inside buildings;

f. install and repair roofs and supports in existing buildings;

g. build small annexes to existing building;

h. install carpeting, curtains, etc.;

i. erect flag poles for UN flags;

j. prepare cost estimate and assessments of work to be performed; and

k. demolish, transport, prepare sites involving levelling, grading and earth removal or earth filling, compacting etc, and erect camps as required.

3. **Maintenance.** Provide cost analysis, plans and critical path analysis for minor and major repairs to existing structures and grounds and execute such tasks as:

a. repair doors, windows, locks;

b. repair and/or restore offices and camps including roofs, ceiling and walls:

c. UN offices/rooms;

d. repair damaged building/structure;

e. repair sewage/plumbing (waterworks)/electrical systems to existing infrastructure; and

f. prepare estimates/assessments.

4. **Power generation.** The Contractor is to provide support for the installation and maintenance of generators as well as electrical distribution networks. Power requirements are for a 110 - 240 Volt 50 - 60 Hz systems. Such support includes:

a. Provide the plans for and/or execute the maintenance and servicing of petrol and diesel powered generators ranging from 1.2 to 1,000 KVA.

5. **Electrical.** Provide expertise in maintaining electrical switchboard, generator, electric motors, electric control systems, and general repairs and maintenance of electrical equipment.

6. **Reporting Requirements.** The Contractor is to provide to the RO weekly a Work Order Situation Report (to include

WO Number, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

D. **COMMUNICATIONS AND INFRASTRUCTURE SUPPORT**

1. **Special equipment.** Provide expertise in servicing and repairing various photocopy machines, electronic / electrical / manual typewriters, fax-machines, electronic calculators, time/date stamp clocks and shredder machines.

2. **Communication Equipment.** The Contractor is to provide expertise for the installation and maintenance of the following categories of Communication equipment:

   a. Tactical Military type UHF/VHF/HF communications systems.

   b. VHF radio sets (base, mobile, portable and repeater stations) and UHF/VHF radio telephone links.

   c. Digital telephone systems with related interface equipment.

3. **Reporting Requirements.** The Contractor is to provide the following to the RO weekly:

   a. Work Order Situation Report (to include Work Order Numbers, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

   b. Generator Maintenance Summary (to include number of generators maintained, number and type of services performed).

E. **FUEL OPERATIONS**

1. **General.** Bulk Fuel supply will be performed by another contractor; however, the Contractor may be required to perform the following tasks:

2. **Bulk Fuel Operations.** Operate (fuel delivery trucks) in the KIGALI area. Bulk fuel product mix will be in accordance with UNAMIR requirements. The Contractor is to account for fuel receipts and issues in accordance with UN regulations.

3. **Retail.** Operate retail outlets at, at least two (2) sites in KIGALI. Issues at the retail points are to be

recorded by product showing contingent, vehicle number, individual dispensing, individual receiving, date and quantity dispensed. Retail operations in KIGALI will include static retail operations and retail deliveries to designated points as required.

4. **Aviation fuel.** Operate a fuel bladder farm for aviation fuel at KIGALI INTERNATIONAL AIRPORT and be capable of providing 24 hour retail services.

5. **Testing.** The Contractor is to act as the quality assurance inspectors for UNAMIR, providing Class C testing capability.

6. **Mission Storage Reserve.** The Contractor shall construct and maintain fuel storage locations which will include works such as:

   a. installation and maintenance of fuel bladders in selected areas; and

   b. installation and maintenance of fuel bladders for Sector reserves and retail distribution centers.

6. **Fuel delivery.** See Ground Transportation. Daily requirement for fuel distribution is estimated at 15 - 20 K lts at all Sectors and outlying contingents. Planning factor for Gasoline is 9 K lts weekly to all Sectors and outlying contingents.

7. **Reporting Requirement.** The Contractor is to provide the following to the RO weekly:

   a. Work Order Situation Report (to include WO Number, description, proceed date, state date end date, cost estimate, and a summary of completed tasks).

   b. Fuel Usage/Quality Report (to include previous balance, receipts, issues, current balance, days of supply listed by location, by contingent or ordering and or receiving party and fuel quality summary).

F. EQUIPMENT AND MAINTENANCE SUPPORT

1. **General.** The Contractor is to provide repair, maintenance and recovery services for equipment, including but not limited to vehicles, as described in (2) through (10) below. Accounting and reporting for such repair, maintenance and or recovery is to be according to the type of equipment.

2. **Contractor-Operated Equipment.** Contractor-operated equipment needed for mission accomplishment.

3. **Contingent Vehicles.** Contingent vehicles to limited second line and full third-line maintenance standards (ie anything other than operator and crew level maintenance). This is estimated at quantity 50 prime movers and quantity 100 non-mobile other total equipment.

4. **UNAMIR Owned Vehicles.** Provide second through third line maintenance for UNAMIR owned or leased vehicles. The UNAMIR vehicle fleet consists of approximately quantity 462 vehicles (M113 APC's, Jeeps, Water Trucks, Kitchen Trucks, Dump Trucks). This category also includes UNAMIR owned vehicles which are on loan to contingents.

5. **Other Equipment.** Provide maintenance for other equipment as requested by UNAMIR. Equipment to be maintained and repaired includes, but is not limited to, trailers, pumps, water purification units, air conditioning and refrigeration units and medical equipment.

6. **Welding, Ancillary Equipment & Fabrication.** Provide welding fabrication support to UNAMIR.

7. **Matériel Handling Equipment (MHE).** Provide operators for MHE (i.e. for airfield/warehouse forklift(s)).

8. **Recovery Support.** Provide maintenance recovery support for UNAMIR fleets. Recovery will be performed from the Contractor's maintenance facility in KIGALI or other forward locations. The recovery system will be extended to all mobile maintenance teams depending on availability of towing resources.

9. **Maintenance of Equipment in Temporary Storage.** Provide in-storage maintenance on mechanical equipment. This task includes receipt, accountability, storage and "in storage maintenance" up through the manufacturer's third-line standard.

10. **Standards and Accountability.** Maintain serviceable the fleets listed above to or exceeding 85% availability, subject to certain exceptions on the availability of parts. Accountability standard will be 100% of tools, parts and diagnostic equipment that is UN owned, Contractor operated. Proposers must demonstrate how they will perform this task and maintain these standards including maintenance management plan, quality control, job-flow procedures, technical inspection system and accountability.

11. **Reporting Requirements.** The Contractor is to provide the

following to the RO weekly:

a. Work Order Situation Report (to include Work Order Number, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

b. Spare Parts Report indicating which parts were used to repair an equipment so that the Mission can acquire a data base for its own support when required.

c. Maintenance Facility Production Report.

G. PERSONNEL SERVICES SUPPORT

1. **General.** The Contractor is to provide mortuary and medical services as requested by UNAMIR as follows.

2. **Mortuary Services.** Provide the capability to clean and prepare remains for shipment to the home country of the deceased. Embalming of remains not required. This service includes the preparation of appropriate documents required by either UNAMIR/RWANDA or the parent country including document management from the mission area to the parent country.

3. **Medical Services.** Provide the capability for Medical Services for UNAMIR Headquarters Staff and contractor's personnel.

4. **Reporting Requirements.** The Contractor shall provide to the RO weekly a Work Order Situation Report (to include Work Order Number, description, proceed date, start date, end date, cost estimate, and a summary of completed

tasks).

H. GENERAL SERVICES

1. **General.** The Contractor is to provide waste management, janitorial, ground maintenance, pest control and teams of local labor for specific services in support of UNAMIR, including but not limited to the services described in (2) through (10) below.

2. **Waste Management.**

a. Currently the collection of waste is let to sub contract. However, the Contractor is to have the capability to collect solid waste from UNAMIR HQ's

shops, warehouses, accommodation and other administrative buildings twice weekly (or as needed) and dispose of same in accordance with RWANDAN environmental regulations. The total quantity is estimated to be 1160 m3 per week at locations as attached. Base camps are estimated to be quantity 300 m3 per week.

b. The Contractor is to insure that all liquid waste from indoor toilets from the aforementioned facilities is collected in accordance with international health standards (and in accordance with host nation regulations) and disposed in municipal sewer treatment plants. The Contractor will be required to dispose off liquid waste twice weekly from over quantity 80 portable chemical toilets and 30 septic tanks. This service includes the daily cleaning and servicing of each toilet and the maintenance and upkeep of the plumbing fixtures of the portable toilets themselves to prevent health hazards.

c. Additionally, the Contractor is to collect and dispose of through either incineration or under RWANDAN GOVERNMENT governing regulations medical waste generated by all medical facilities. Estimated to be quantity 0.5 m3 of waste monthly.

3. **Janitorial Services.** Provide janitorial services at the headquarters and staff office's and all civilian residential accommodation contracted by UNAMIR and inside UNAMIR Headquarters, the Force Command Headquarters, adjunct administrative offices and SRSGS office. Janitorial services will consist of:

a. twice daily cleaning of medical facilities,

b. nightly rubbish disposal,

c. nightly sweeping of floors in all inside spaces as mentioned above,

d. nightly mopping of common areas,

e. complete cleaning daily of toilets and bathing facilities,

f. weekly mopping of offices,

g. complete cleaning of SRSG/UNAMIR conference rooms,

h. complete monthly deep cleaning including windows of

each facility as outlined above, and

i. 12 hour daily (except Sundays) on call, emergency spill clean-up inside buildings.

4. **Ground Services.** Maintain grounds at designated UNAMIR establishments.

5. **Laundry Services.** The Contractor must submit a proposed plan to either sub-contract laundry services or operate a laundry plant within the mission area. Referring to estimated population figures in Attachment One, provide wash and fold service of 20 pounds of garments/linens per person/per week. Provide ironing service of three (3) uniforms per staff/soldiers weekly. Dry cleaning capability may be included at the Contractor's option on a cash collection basis. Establish plants at each Sector Headquarter(s). Laundry will be collected and distributed from battalion level collection points by the Contractor.

6. **Pest Control.** Provide pest control in all offices, warehouses, shops, accommodation camps and storage areas. The aforementioned areas must be kept insect and rodent free to a standard as prescribed by the Mission Chief Medical Officer. Pest control is to consist of active and passive measures including necessary steps to employ preventative pest control. These areas are subject to inspection by the Chief Medical Officer and his Preventative Medicine specialist for compliance to performance standards. Proposers are to provide detail as to the precise methods to be employed to achieve these requirements.

7. **Local Laborers.** Provide service teams containing local laborers to perform specific unskilled and semi-skilled services, such as food preparation services to assist UNAMIR mission requirements.

8. Safety and Environmental Protection Services. Provide qualified personnel to perform hazardous matériel identification, collection, interim storage and disposal tasks including training and education programs for the UNAMIR staff and troop contributors as identified by the mission. Less medical waste (see above), approximately 20 cubic meters of hazardous matériel (HAZMAT) may be generated monthly by the mission. HAZMAT is to be identified, segregated, containerized, transported and disposed of in accordance with RWANDAN regulations and international standards. Provide Environmental Protection services to international professional standards. Proposals must provide detail as to the precise methods to be employed to achieve these

standards. The Contractor is to work with the UNAMIR staff to eliminate safety hazards in the Contractor's worksites. The Contractor is to employ qualified Safety Inspector(s) who must prove their qualifications, training, certification and credentials before employment. Inspector's are to traverse the length and breadth of UNAMIR operations and produce spot reports, accident reports and other administrative reports as required by Task Orders.

9. **Catering.** Provide catering for the various HQ staffs. Size of the population to be served is approximately 300, three meals daily. Currently catering will occur at KIGALI. Catering operations will draw all rations and produce from the UNAMIR rations warehouse and must use established supply channels. Tasks for this operation include:

   a. Drawing and accounting for rations of all types, maintaining, preparing, serving (buffet or hot table) and management of the physical facilities. Meals will be planned with the aid of UNAMIR staff who will provide facilities and equipment.

   b. Proposers must demonstrate how this task will be planned, prepare and executed, including indicating the number of employees necessary to execute this operation.

10. **Fire Fighting.** Operate fire fighting equipment provided by the mission and provide fire fighting capability at KIGALI to support Headquarter operations. Control of

this operation will be provided through valid Task Order(s) which will specify the range of coverage and expectations of the Contractor.

11. **Reporting Requirements.** The Contractor is to provide the RO weekly, a Work Order Situation Report (to include WO Number, description, proceed date, start date, end date, cost estimate, and support status report).

I. WAREHOUSING MANAGEMENT

1. **General.** Provide the management and administration to support the supply and warehousing operations of general stores, medical stores, POL, construction matériel and spare parts in locations(s) defined by the Task Orders. The Contractor will receive, store, issue, secure (24 hours) and account for all supplies categorized in these Task Order(s). The Contractor will establish and operate supply point(s) as necessary from 0730-1800 hours daily

with a 24-hour on-call capability. The supply points will support the Contractor's and UNAMIR's required stock levels. The Contractor is to integrate with UNAMIR supply operations by using the UN computer program "Reality" for inventory control. Training of operators will be provided by UNAMIR if required. Approval for the issue of matériel will be authorized by designated UNAMIR personnel. UNAMIR reserves the right to proceed at any time with an inventory check of all or particular supply items under the responsibilities of the Contractor. Provide 24 hour internal security of warehousing. Management of this task includes raising requisitions for authorization by UNAMIR, receiving, accounting for, issuing, quality assurance and storing of all supplies. The Contractor is to maintain stock levels and requisitioning objectives as designated by UNAMIR. With the exception of "FORCE MAJEURE," the Contractor will assume liability for inventory at not less than 98% total dollar amount of inventory. The Contractor will maintain mission leased warehouse facilities. The total estimated line number of supplies is 10,000 lines. The Contractor must plan for an operating capability of between 4,000 - 5,000 lines of general supplies. These are planning figures only and subject to change. The main centralized warehouse facilities are in KIGALI. A small, secondary warehouse may also be maintained at KIGALI. Prepare "pre-configured supply packages" across the board for full warehouse operations at these location, supporting all camps in Sector. The categories of stores to be warehoused and accounted for are as follows.

2. **General Stores.** This category includes administrative supplies, janitorial supplies and clothing.

3. **Medical Stores.** Provide supply specialists to receive, issue and store medical items (approximately 2,000 line items).

4. **POL.** This category includes all packaged petroleum products including bottled gases.

5. **Construction Matériel.** This category includes all building matériel such as lumber, wire and military defense stores.

6. **Spare Parts.** This category includes spare parts required in support of the "Equipment & Maintenance Support" requirements including other electronic equipment or any item requiring spare parts.

7. **Rations.** The Contractor is to maintain, store, advise on rotation and issue as required by UNAMIR, the 30 day

operational field ration packs and bottled water reserve.

8. **Reporting Requirements.** The Contractor is to provide the following to the RO weekly:

   a. Work Order Situation Report (to include WO Number, description, proceed date, start date, end date, cost estimate, and a summary of completed issues and receipts).

   b. Warehouse Inventory Report (number of line items on hand and dollar value, number of line items on order and dollar value).

J. GROUND TRANSPORTATION SERVICES

1. **General.** The Contractor is to provide personnel and or provide and train local labor necessary to operate a UNAMIR-provided fleet of transportation vehicles. Proposers must demonstrate their plan to execute this task including cargo management, dispatch and logging procedures, asset management and driver training and certification. The Contractor will have the capacity to execute a minimum of two (2) convoy operations simultaneously. In addition the following transport operations may be required.

2. **Transportation Task Request (TTR).** The Contractor will provide the capability to move personnel, matériel,

   supplies, bulk liquids (to include HAZMAT, inflammable, waste, etc) and administrative matériel throughout UNAMIR, both for line haul and local haul (in and around camps and in the performance of any other validated haul requirement within base camps). Operate a variety of prime movers and trailers, including adjunct MHE, recovery vehicles and light duty, commercial pattern vehicles.

3. **Cargo and Passengers.** Water, fuel and general supplies will be transported by the Contractor to the battalion level daily (organized by base camps) as necessary.

   a. **Water.** Bulk and bottled water stored at KIGALI is to be transported to each base camp to support the population. Gross estimates for projection production and storage are furnished to the Contractor by UNAMIR and are based on troop/staff populations. The Contractor may be required to:

      (1) Deliver bulk water to UNAMIR establishments within KIGALI as required to supplement the

operational field ration packs and bottled water reserve.

8. **Reporting Requirements.** The Contractor is to provide the following to the RO weekly:

   a. Work Order Situation Report (to include WO Number, description, proceed date, start date, end date, cost estimate, and a summary of completed issues and receipts).

   b. Warehouse Inventory Report (number of line items on hand and dollar value, number of line items on order and dollar value).

J. GROUND TRANSPORTATION SERVICES

1. **General.** The Contractor is to provide personnel and or provide and train local labor necessary to operate a UNAMIR-provided fleet of transportation vehicles. Proposers must demonstrate their plan to execute this task including cargo management, dispatch and logging procedures, asset management and driver training and certification. The Contractor will have the capacity to execute a minimum of two (2) convoy operations simultaneously. In addition the following transport operations may be required.

2. **Transportation Task Request (TTR).** The Contractor will provide the capability to move personnel, matériel,

   supplies, bulk liquids (to include HAZMAT, inflammable, waste, etc) and administrative matériel throughout UNAMIR, both for line haul and local haul (in and around camps and in the performance of any other validated haul requirement within base camps). Operate a variety of prime movers and trailers, including adjunct MHE, recovery vehicles and light duty, commercial pattern vehicles.

3. **Cargo and Passengers.** Water, fuel and general supplies will be transported by the Contractor to the battalion level daily (organized by base camps) as necessary.

   a. **Water.** Bulk and bottled water stored at KIGALI is to be transported to each base camp to support the population. Gross estimates for projection production and storage are furnished to the Contractor by UNAMIR and are based on troop/staff populations. The Contractor may be required to:

      (1) Deliver bulk water to UNAMIR establishments within KIGALI as required to supplement the

city supply system.

(2) Provide water delivery operations between UNAMIR water production facilities and the Sector Headquarters storage facilities.

(3) Provide delivery of Jerry Cans from the production centers to selected delivery points.

(4) Provide delivery of treated and or potable water to humanitarian sites in emergencies.

b. **Fuel.** Diesel and gasoline will be drawn from the bulk storage facility and transported to the retail storage facilities at the Sector(s). For planning estimates, the supply objective of 5.5 gallons of diesel/soldier/day will be used to facilitate haul requirements.

c. Operate a shuttle bus service in KIGALI. For planning purposes, the bus will operate from 0700-2300 hours daily between hotels, billeting areas and Headquarter's. Frequency of shuttle and specific information on the routes will be briefed during the site survey conference.

d. **Courier Service.** The Contractor will operate a courier service for small parcels and passengers on demand.

e. **Supplies and Administrative items.** Daily convoys to Sector(s) will be operated by the Contractor to distribute composite loads of supplies. This is to be specified during the site visit. These convoys will operate from KIGALI.

4. **Postal and Administration Delivery.** Provide third line postal delivery services between UNAMIR central registry and each base camp at least every second day.

5. **Reporting Requirements.** The Contractor is to provide the following to the RO weekly:

a. Work Order Situation Report (to include Work Order Number, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

b. Cargo summary (to include ton/kg. gallons/liters, passengers hauled, vehicle use rate).

K. **AIRFIELD OPERATIONS/AIRCRAFT GROUND MANAGEMENT/ADACG OPERATIONS**

1. **General.** This task combines three (3) operations that must be managed together.

   a. Operate at the KIGALI INTERNATIONAL AIRPORT an Airfield Departure/Arrival Control Group (ADACG).

   b. Carry out aircraft services in support of UNAMIR air operations.

   c. Integrate services in support of movement control for which a military unit will be provided to assist UNAMIR. The following functions will be performed 24 hours per day.

2. **Passenger Operations.** Provide assistance in baggage check-in, flight information, coordinate passenger movement to and from the aircraft and passenger assistance which includes the handling of personal baggage.

3. **Cargo Operation.** Provide all inbound/outbound cargo tracking, receipt, temporary storage, accountability, upload, offload, shipment, forwarding and onward movement of all UNAMIR airborne cargo. This will include customs clearance, airway bill generation and tracking, interface and coordination with the RWANDAN Authorities.

4. **Movement Control.** Provide movement control functions in integrated organization with the Force Movement Control Cell.

5. **Airfield Management.** For KIGALI the Contractor will provide first line aircraft (fixed and rotary) refueling, ground control, space and tarmac management, manifest management and documentation handling. In addition to the above, the Contractor will perform air traffic control and physical maintenance of any facilities leased/built by UNAMIR.

6. **Reporting Requirements.** The Contractor is to provide the following to the RO weekly:

   a. Work Order Situation Report (to include Work Order Number, description, proceed date, start date, end date, cost estimate, and a summary of completed tasks).

   b. Daily Status Report (to include number of passengers processed and segregated by arrivals and

departures of UNAMIR staff, other UN staff, Contractors, other; number of aircraft handled segregated by aircraft type; and total kilograms of baggage and cargo handled).

L. **ROADS AND RUNWAYS**

1. **General.** Provide the support necessary for maintaining roads, runways and bridges. Maintain the capability to deploy a team to undertake repairs within 72 hours of being tasked and maintain one crew capable of supporting the following.

2. **Roads.** Maintenance of roads used for operational (not humanitarian) purposes. The Contractor is expected to:

   a. Improve and maintain roads which have been damaged by landslide and heavy rain:

      (1) Main Supply Routes.

      (2) Alternate Supply Routes.

      (3) Lateral routes and high traffic highway.

      (4) High military usage areas in direct support of operations.

   b. Carry out minor repairs of surfaced roads which have been damaged, destroyed or altered by flooding or normal wear.

   c. Grade and maintain dirt roads in support to UNAMIR operations.

3. **Runways.** The Contractor is expected to do the following work in this category:

   a. Minor repairs and maintenance of hard surface runways.

   b. Construction, repair and maintenance to dirt runways.

   c. Construction, repair and maintenance of helipads to support military operations in Sectors.

4. **Bridges.** Continue work presently being performed by the military or current Contractor on damaged bridges. These bridges are primarily stone and cement construction.

5. **Reporting Requirements.** The Contractor is to provide the

following to the RO weekly:

a. Work Order Situation Report (to include Work Order Number, description, proceed date, start date, end date, cost estimate and a summary of completed tasks).

b. Matériel Usage Summary (to include quantity of matériel used during the past week, amount required for the next two weeks, and identification of any anticipated shortages, surpluses and/or problems).

M. EDP SUPPORT

1. **General.** Provide assistance to the Mission Electronic Data Processing (EDP) Section with the following tasks when required.

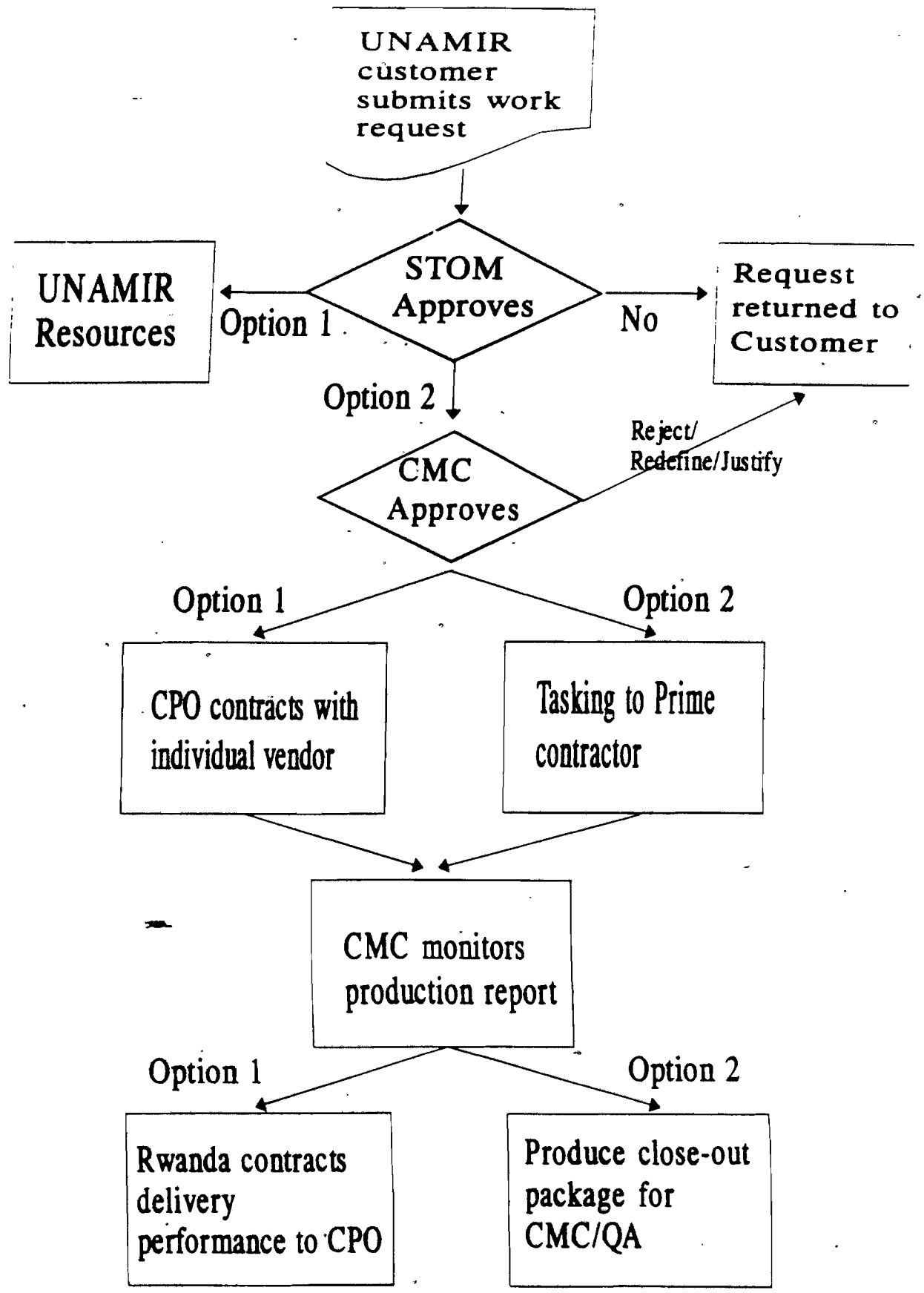
2. **Network.** Assist drilling, laying and testing of network cables in UNAMIR offices and workshops. Install and support hardware and software.

3. **Repair and Maintenance.** Install, repair and offer second and third line maintenance as may be requested. Equipment to be installed, repaired or maintained includes all EDP equipment being used by UNAMIR.

4. **Warehousing.** Warehouse EDP equipment, prepare R&I reports and transportation of EDP equipment.

5. **Reporting Requirements.** The Contractor is to provide to the RO weekly a Work Order Situation Report (to include Work Order Number, description, proceed date, start date, cost estimate and a summary of completed tasks).

Water Production/ Purification/ Storage Flowchart



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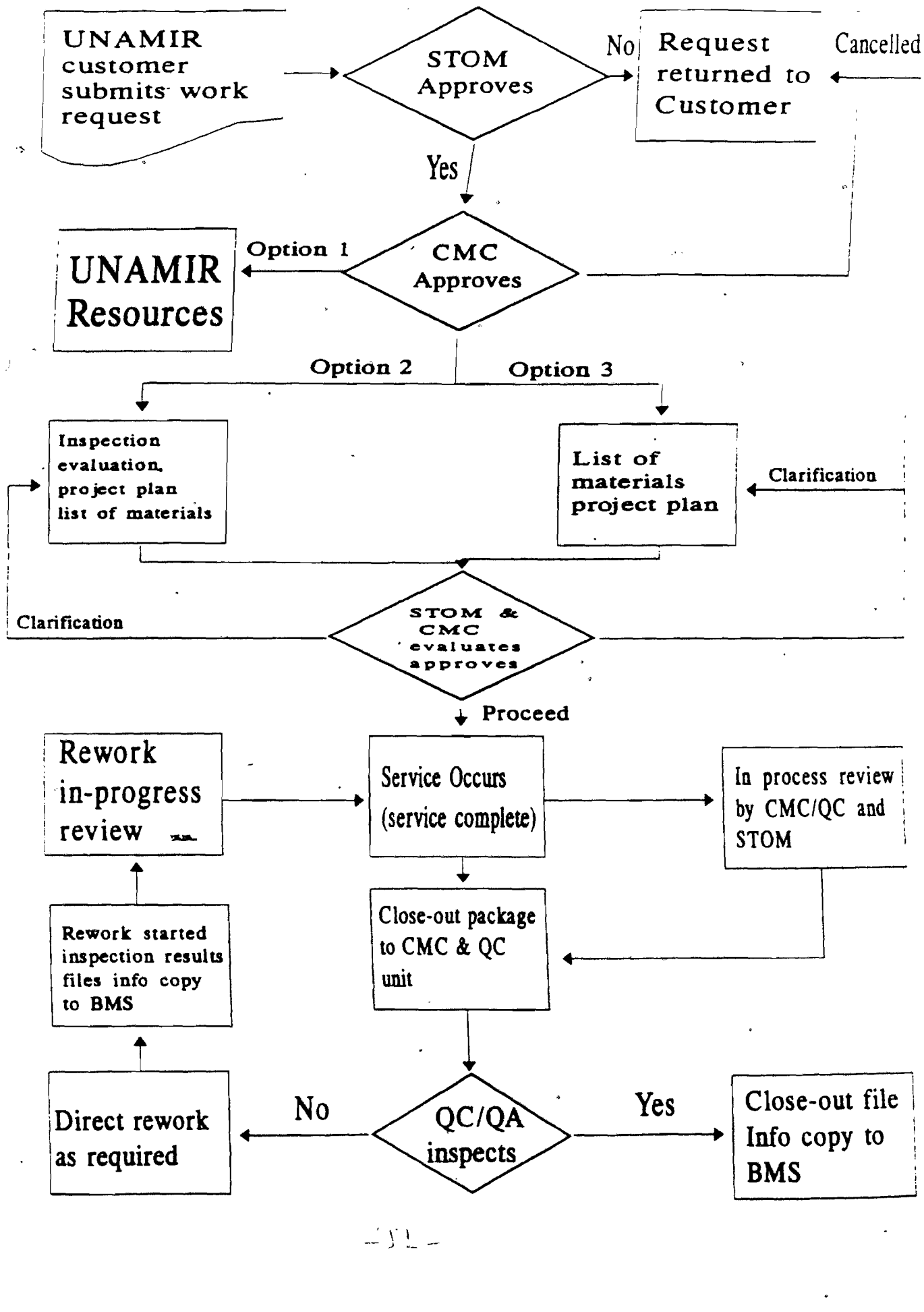
Ref: Sec. C.I.C.
Const. & Maint.

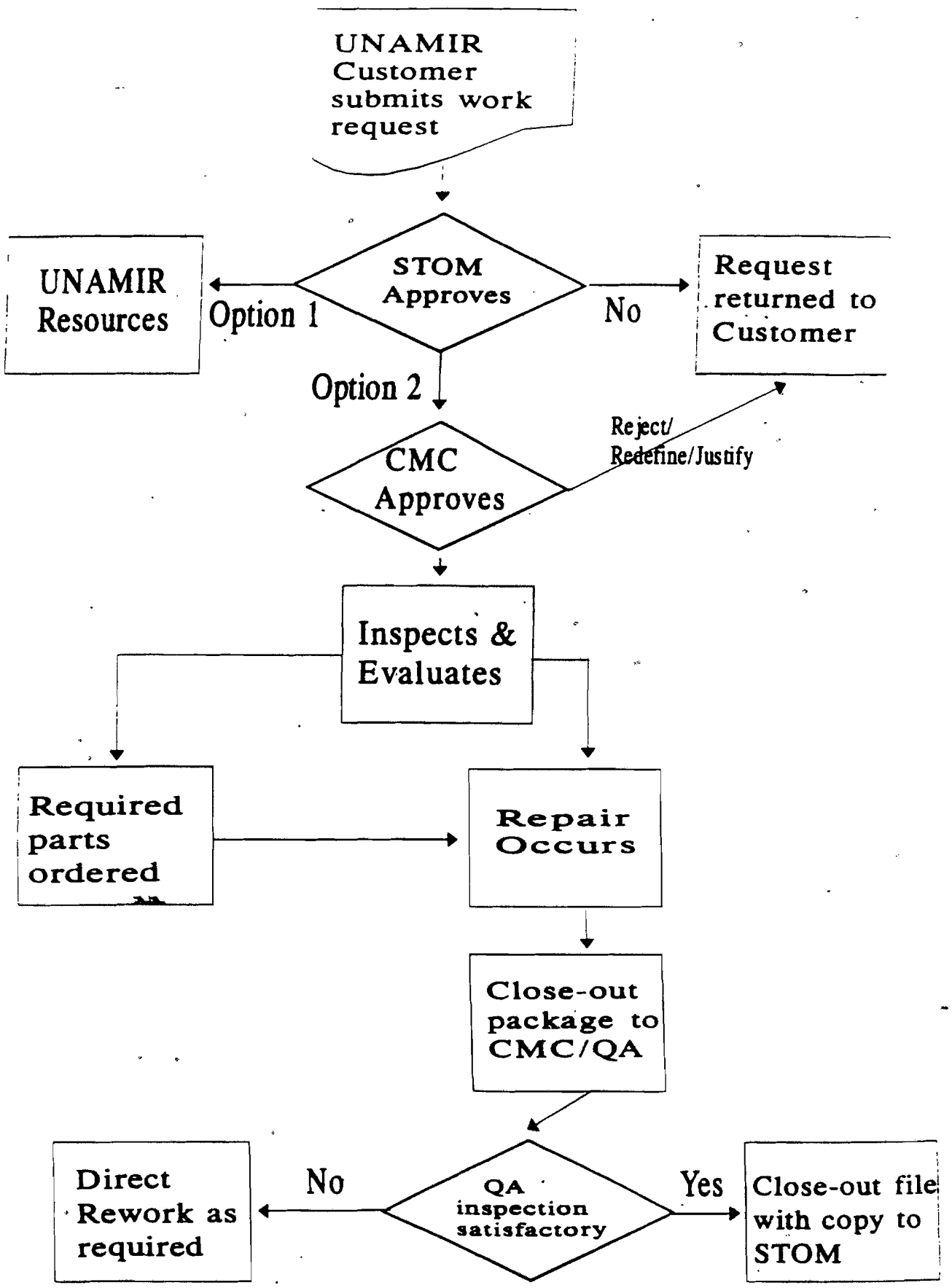
Construction Maintenance



830 110

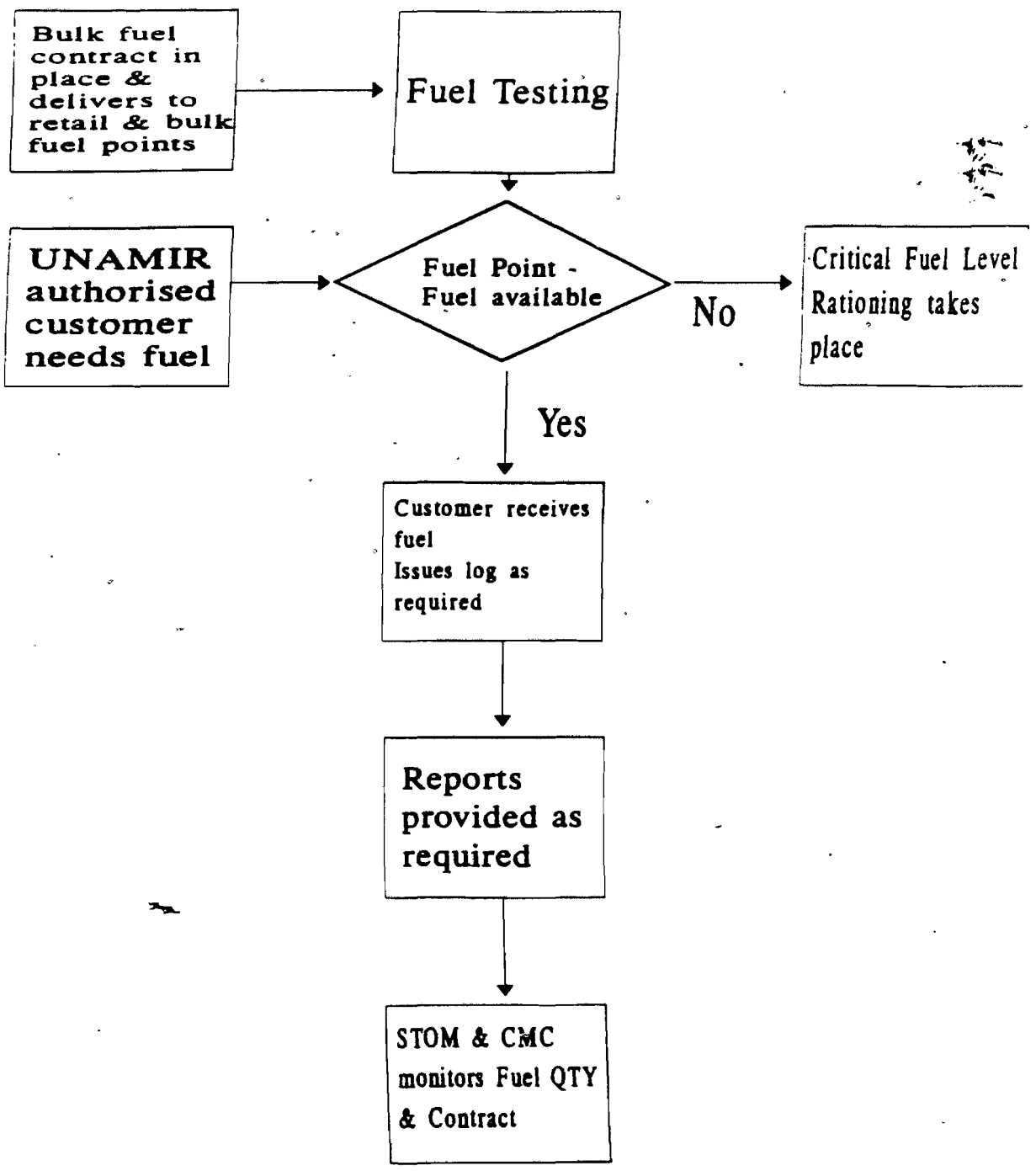
Ref: Sec. C. I. D.
Comm. Support

Power Generation Flowchart



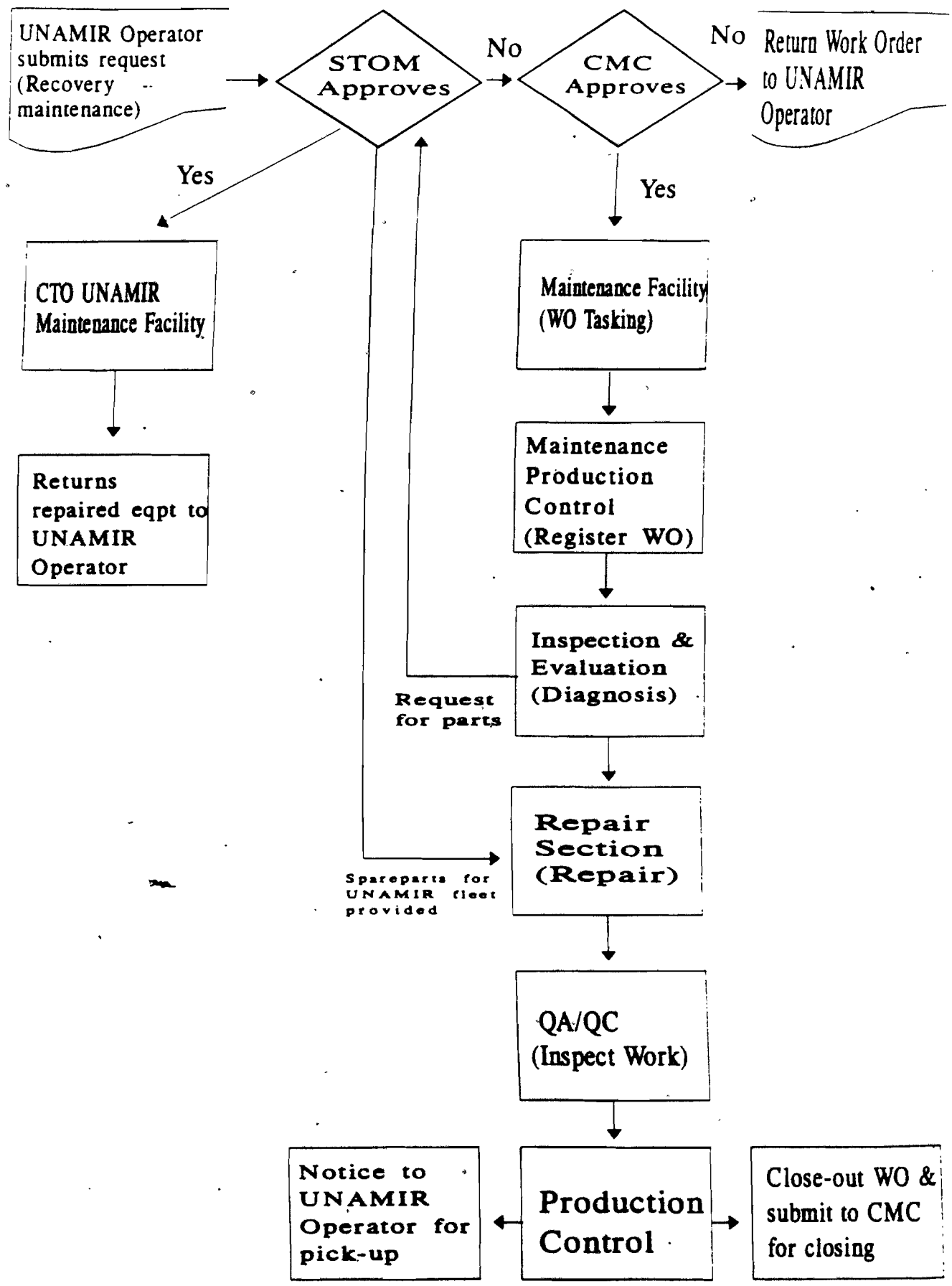
Fuel Operations Flowchart

Ref: Sec.C.1.E.
Fuel Ops.



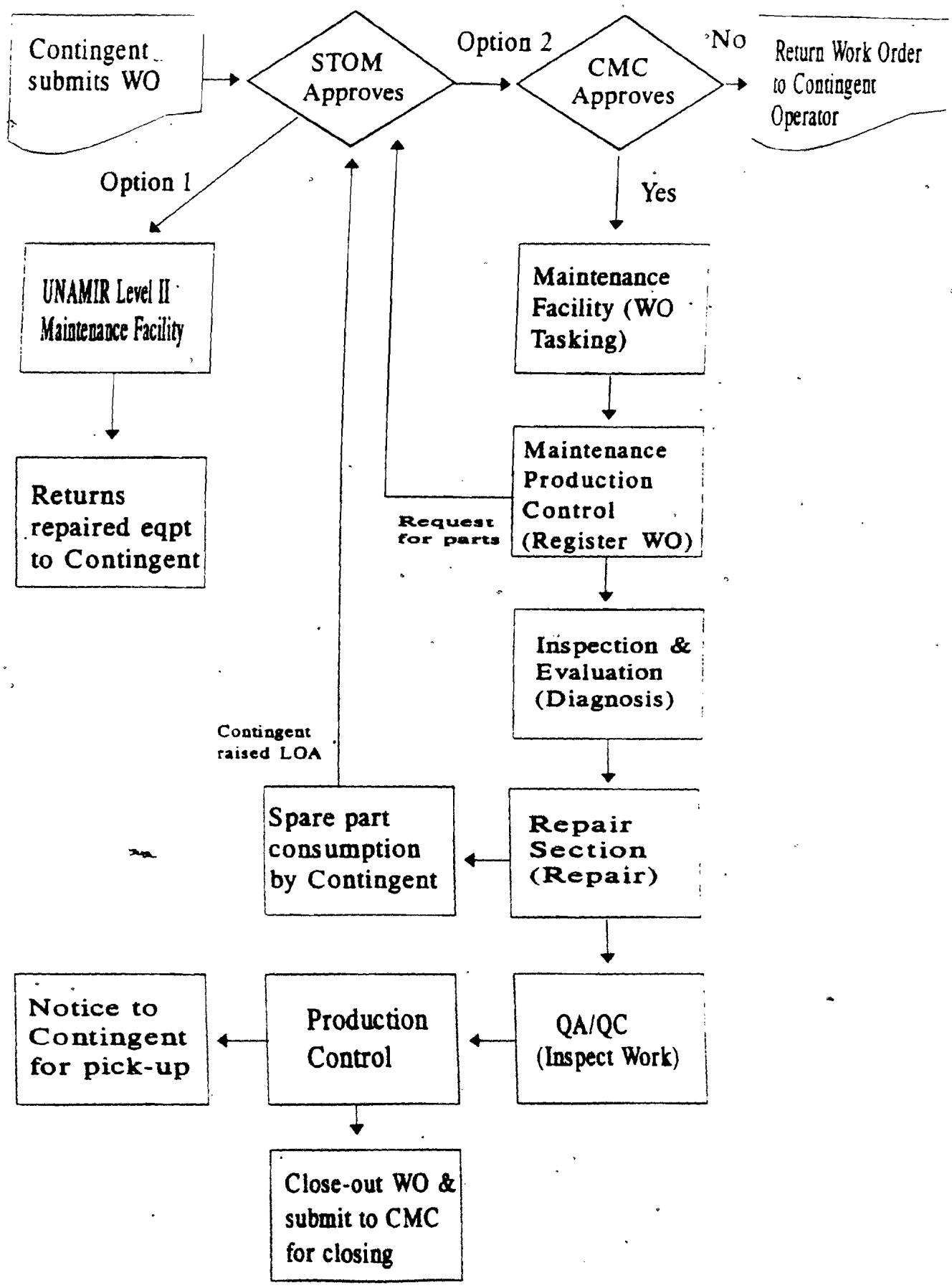
Ref: Sec. C.1 F.
Eqpt. & Maint. Sup.

Maintenance WO Flow (UNAMIR Fleet)



Maintenance WO Flow (Contingent Support)

Ref: Sec. C.1 F
Eqpt. & Maint. Sup.



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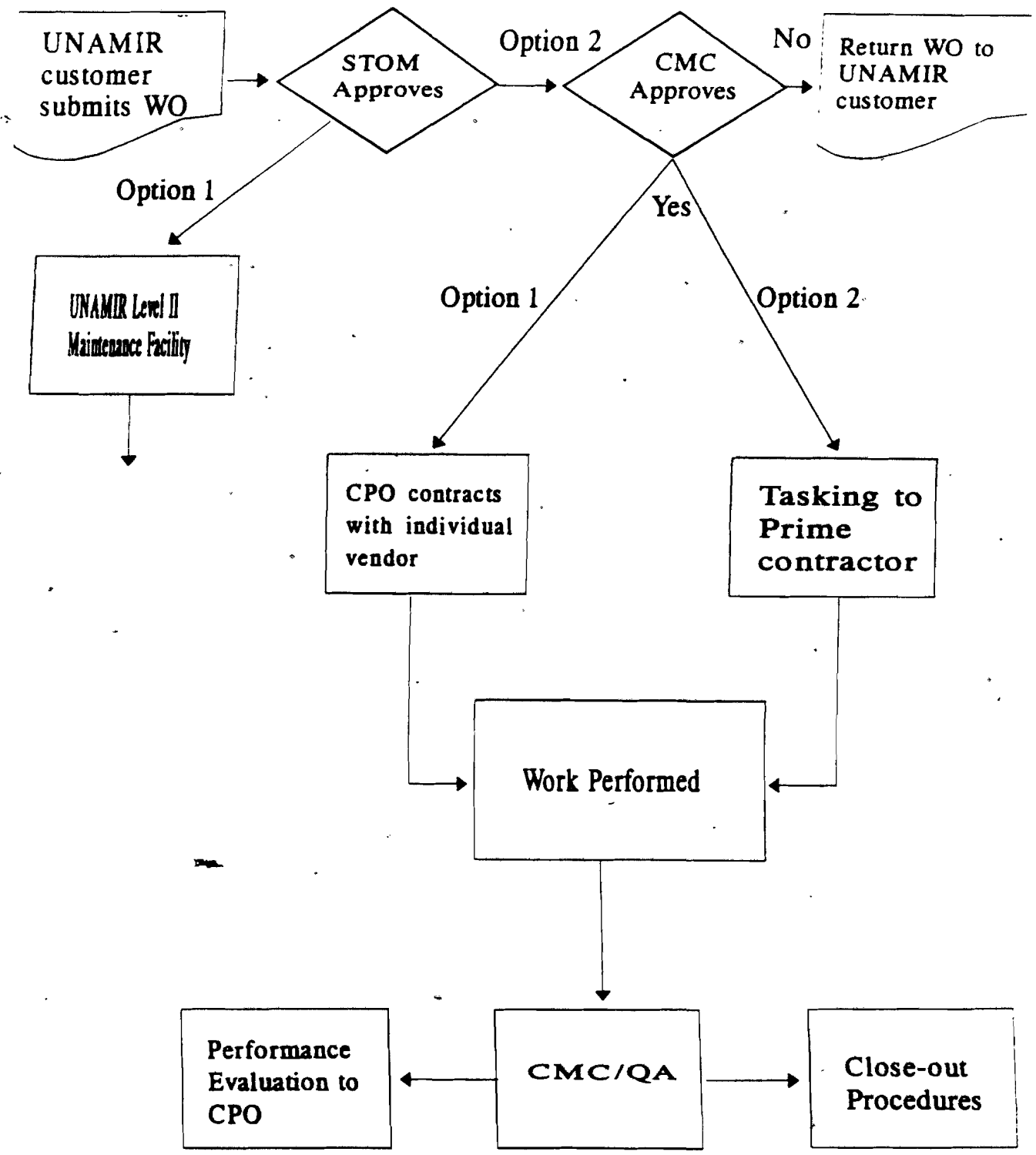
Ref: Sec. C 1 F
Eqpt. & Maint. Sup.

Maintenance WO Flow (Other Categories)



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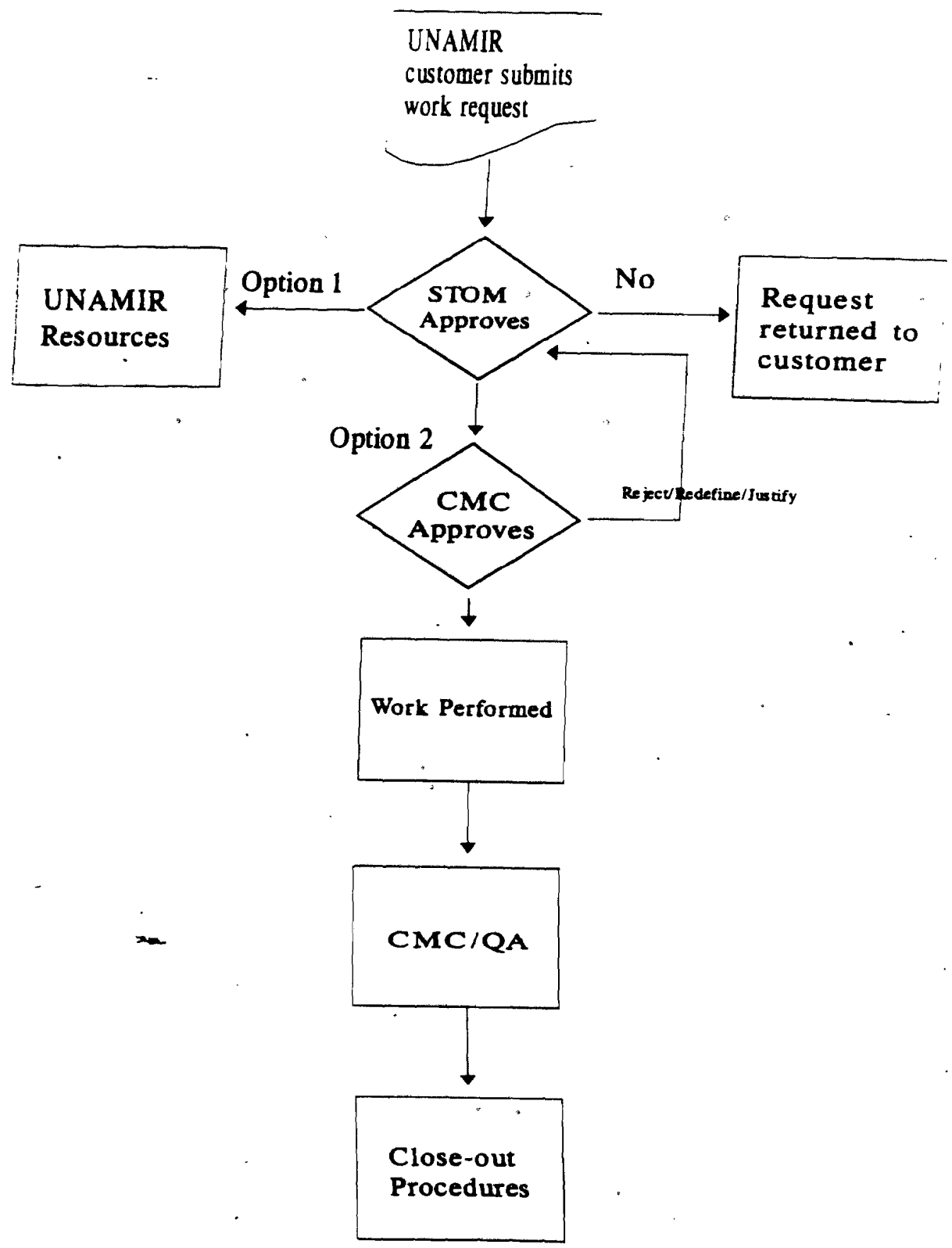
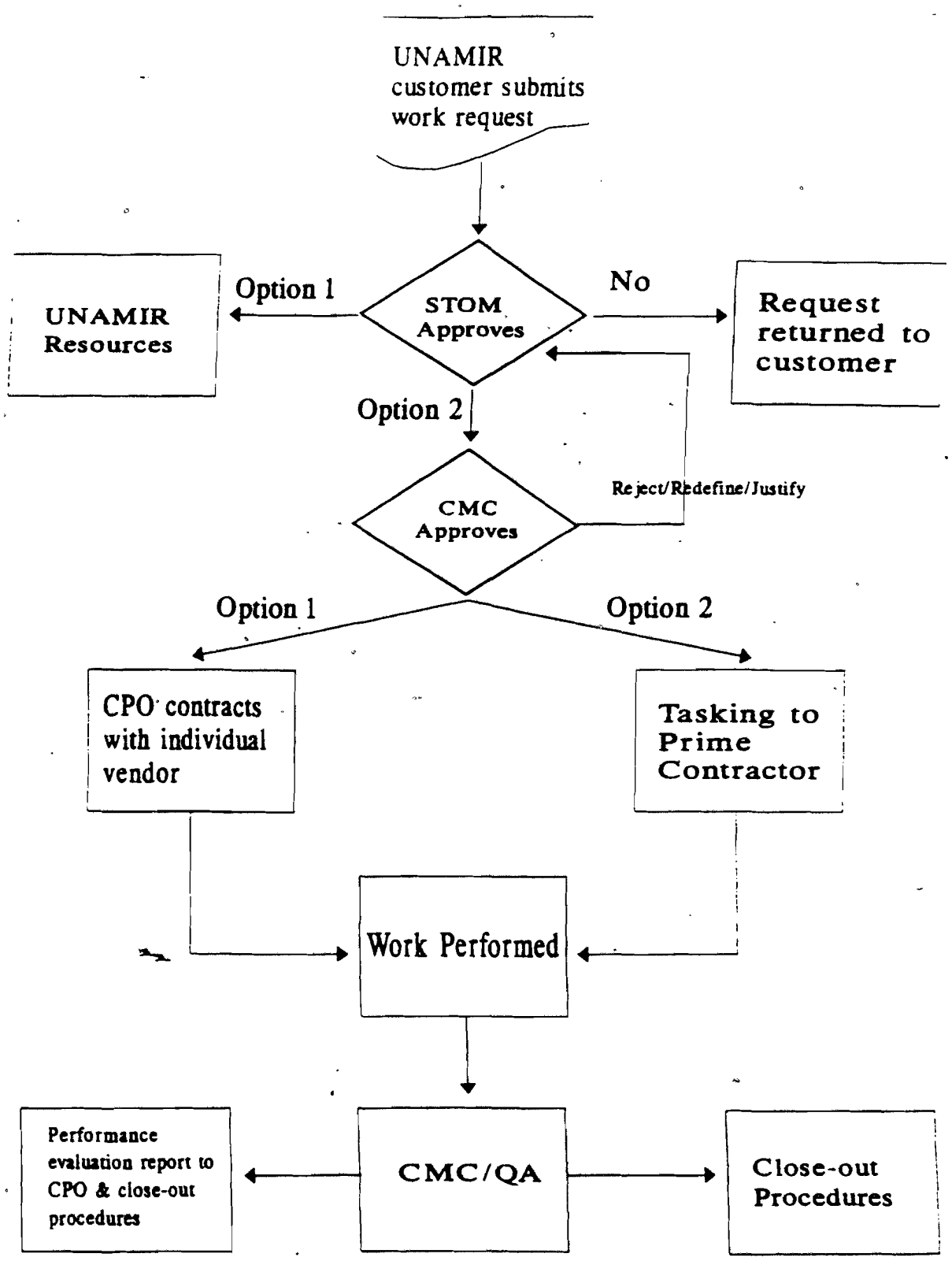
Personnel Services Flowchart

Ref: Sec. C 1 G
Pers. Support



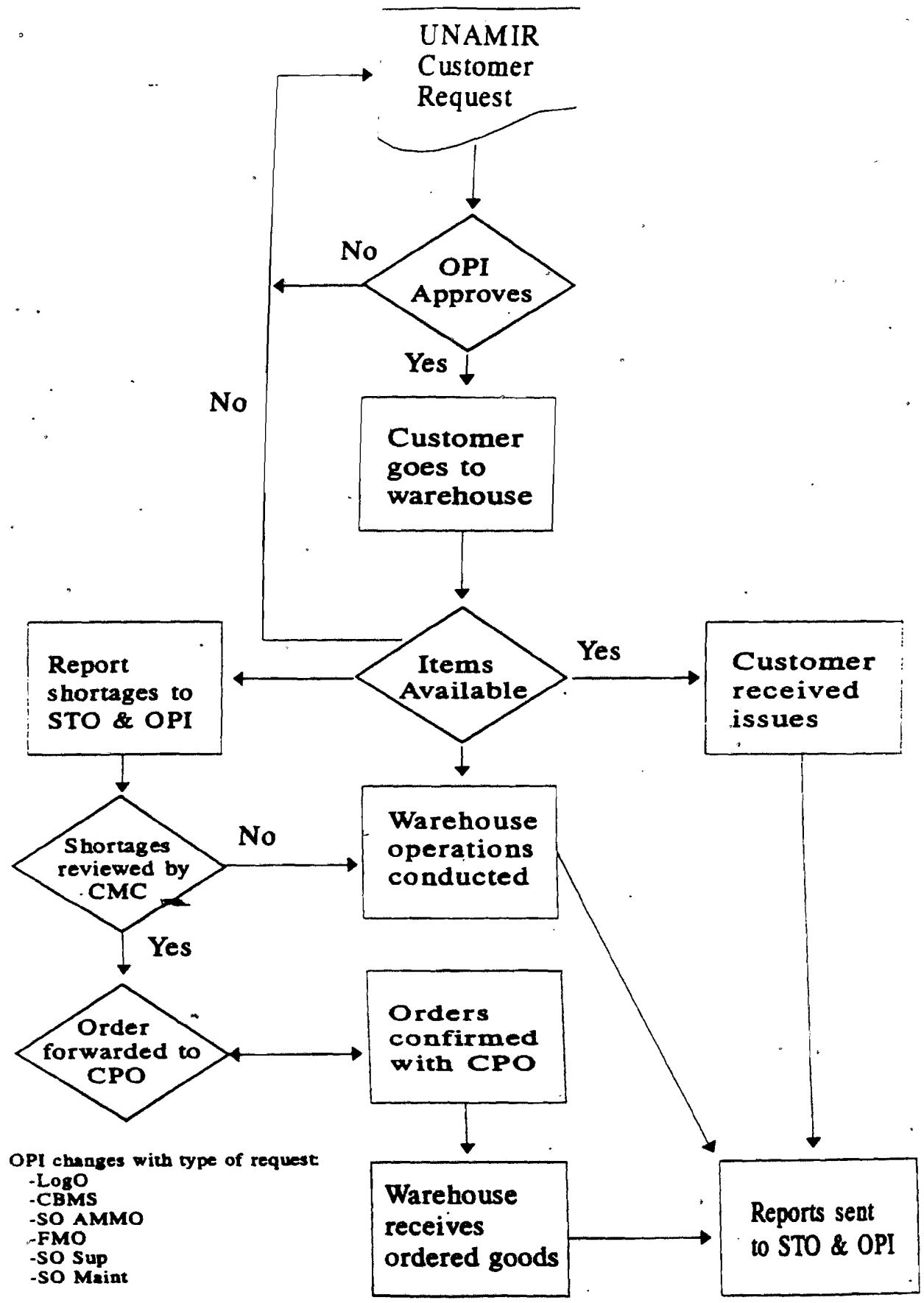
General Services Flowchart

Ref. Sec. C 1 H
General Services



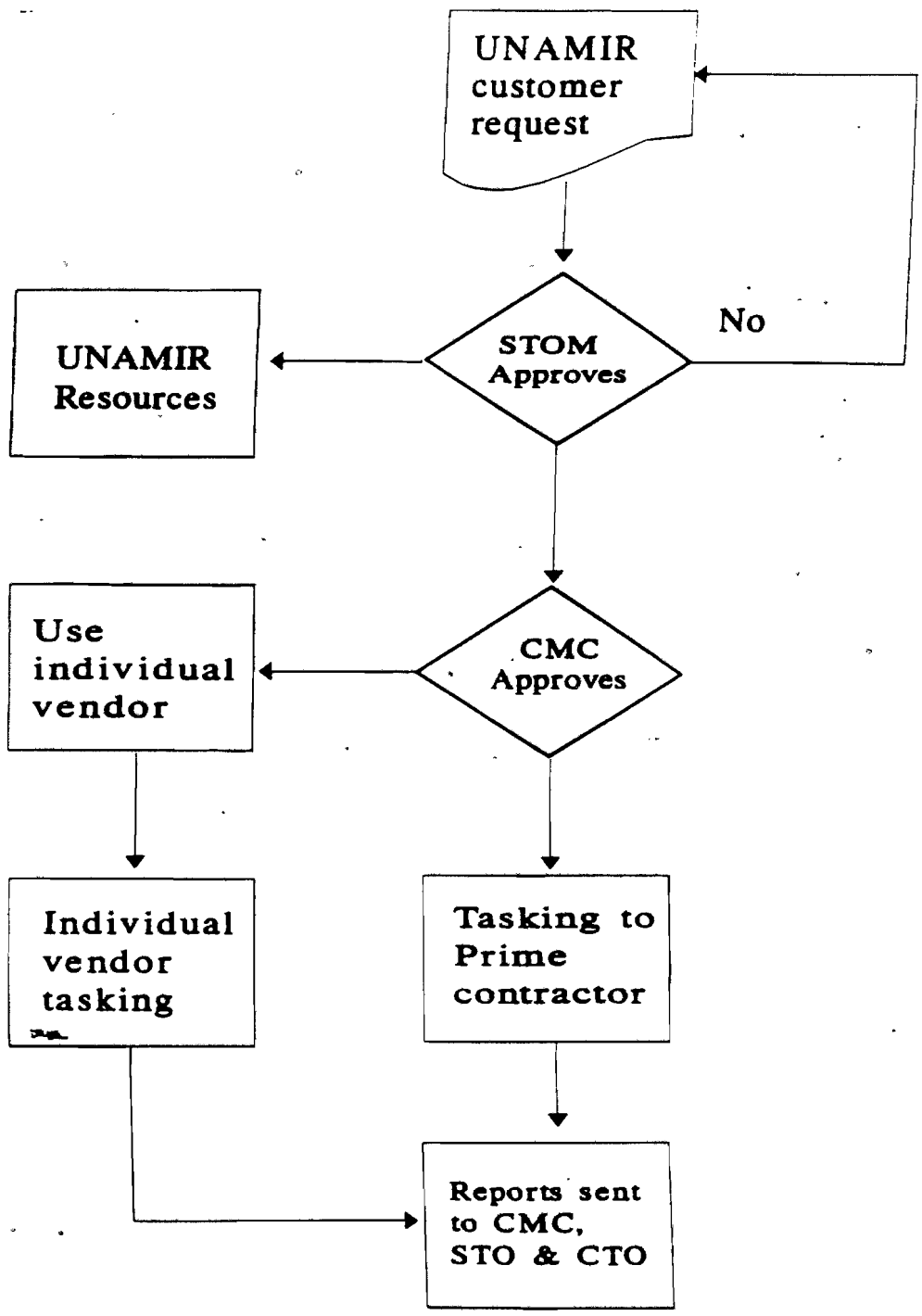
Warehouse Management Flowchart

Ref: Sec. C. 1. 1.
Warehouse Mgt.



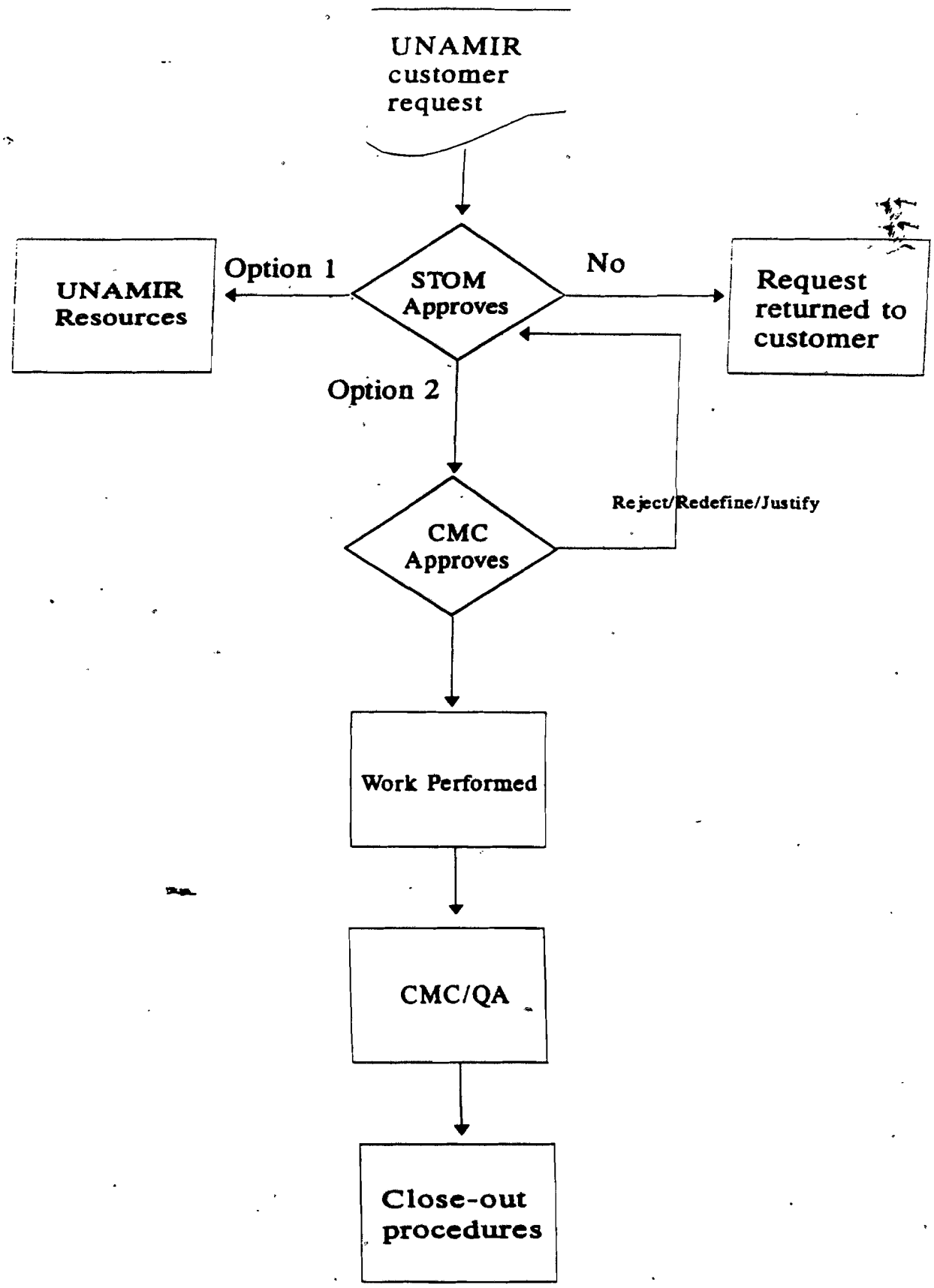
Ground Transportation Flowchart

Ref: Sec. C. 1. J.
Grd. Trans. Svcs.



Ref: Sec. C 1 K.
Airfield Ops

Airfield Operations Flowchart



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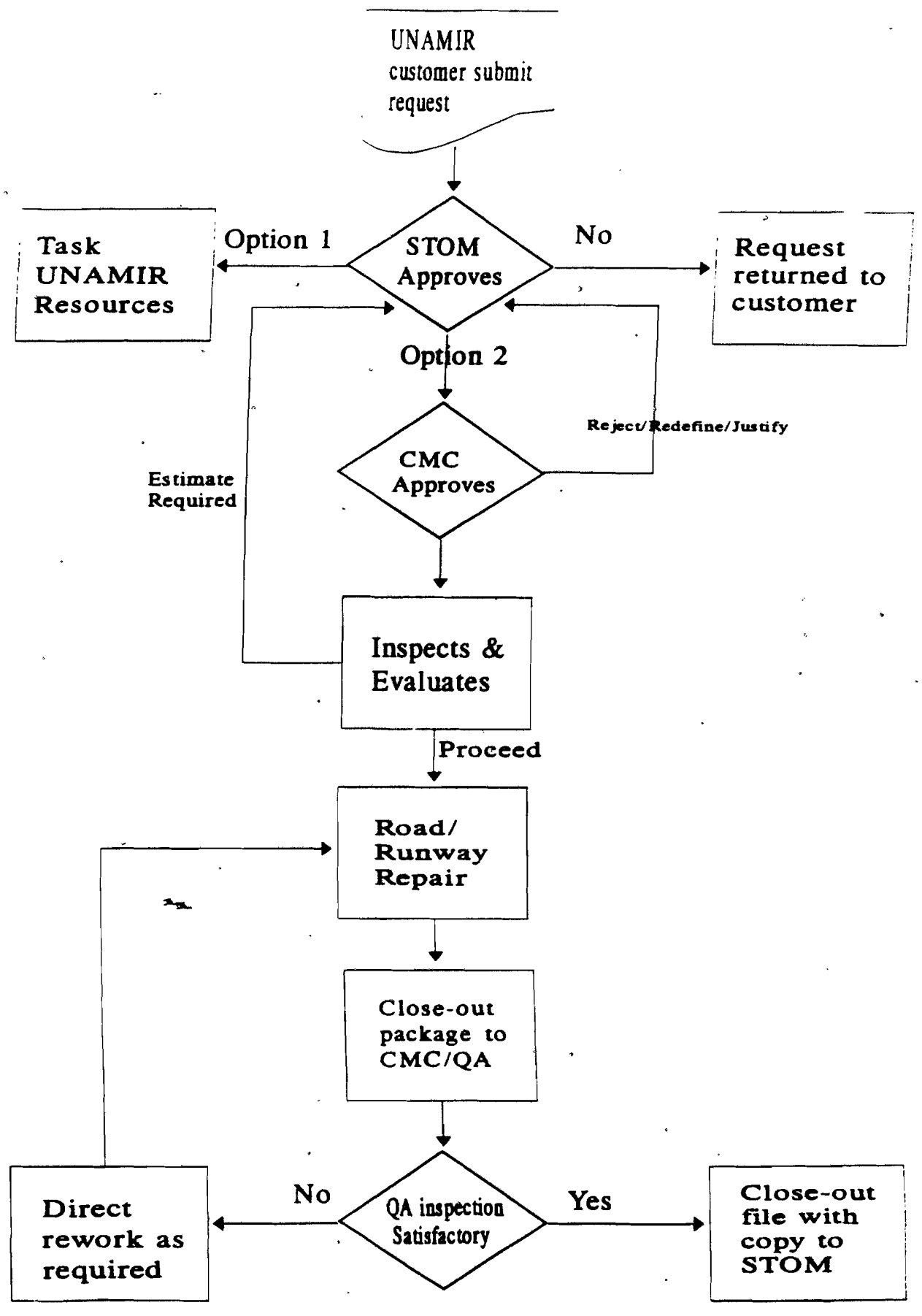
Ref: Sec. C I L
Roads & Runways

Roads & Runways Flowchart



CONTINGENT: FRAFBATT

TYPE	Equipment	Equipment Totals
Armoured Vehicles	Nil	
Engineer Plant	Nil	
Soft Skinned Vehicles	Jeep Hotckiss Renault 1200 TRM Berliet TCV Truck Cargo Hvy 8T Sovamag (Jeep) VLRA Panhard M151A2 Jeep Mercedes Water Bowser 12000 l CS Bulk Fuel Tanker 4200 l Berliet 8T Fuel Tanker Canadian 1008 Chevroler	10 13 15 16 4 4 5 1 1 1 4
SCPV	Nil	

CONTINGENT: ZAMBATT

TYPE	Equipment	Equipment Totals
Armoured Vehicles	Nil	
Engineer Plant	Nil	
Soft Skinned Vehicles	Landrover Ambulance Landrover Jeep 4X4 DAF Flat Bed Truck DAF Truck Cargo 4T	2 25 2 40
SCPV	Nil	

CONTINGENT: ETHIOBATT

TYPE	Equipment	Equipment Totals
Armoured Vehicles	BTR 60	15
Engineer Plant	Nil	
Soft Skinned Vehicles	IFA 4T IFA Box Body FIAT IVECO 682-N3 Fuel Tanker FIAT IVECO 682-N3 Cargo 6T URAL 4T Fuel & Water URAL 4T Box Body Repair URAL 4T Cargo URAL 4T w/winch URAL 4T water purification	30 2 2 4 8 2 1 1 1
SCPV	Toyota Pickup Nissan Ambulance (Diesel) Toyota Wagon Toyota Pickup Box Body IVECO w/crane	5 3 2 1 1

CONTINGENT: NICOY

TYPE	Equipment	Equipment Totals
Armoured Vehicles	Mowag APC Baggie Recce Vehicle	16 3
Engineer Plant	Nil	
Soft Skinned Vehicles	Truck STEYR 4T STEYR Pouch STEYRT Water Tanker	3 16 1
SCPV	Nil	

CONTINGENT: CANSIGS

TYPE	Equipment	Equipment Totals
Armoured Vehicles	AVGP	7
Engineer Plant	ROWPU ROWPU Bagger Dump Truck (Bangl)	1 1 2
Soft Skinned Vehicles	CUCV MLVW MLVW Kenwort Kenwort Trailer Other (UNAMIR)	52 33 18 4 4 18
SPCV	16 Pax Bus	1
Major Weapons	0.50 Cal MG GPMG M72	8 19 29
Miscellaneous	Forklift NODLR NVG	5 3 22

CONTINGENT: MALIWICOY

TYPE	Equipment	Equipment Totals
Armoured Vehicles	Nil	
Engineer Plant	Nil	
Soft Skinned Vehicles	MAN Trucks Jeeps(?) VW Combie Ambulance	13 4 1
SCPV	Nil	
Major Weapons	GPMG	12
Major Communication Eqpt	BE/PRC-1012 BE/VRC-1021	11 9

UNAMIR EQUIPMENT PROVIDED TO CONTRACTOR

MANAGEMENT AND ADMINISTRATION

	CATEGORY	QUANTITY
1	Office accommodation & power generation	ETSO
2	Administrative & office supplies (ie. paper, envelope, etc ...)	ETSO
3	Office furniture (ie. desk, chair, filing cabinet, ...)	ETSO
4	Truck 1/2 Ton	2
5	Truck utility	3
6	Van, 8 Passengers	1
7	Communication eqpt (ie. fax, telephone, datalink, long distance...)	ETSO
8	Radio Communications (UHF/VHF)	ETSO
9	EDP (ie. computers, Laptop, UPS, Mouses, ...)	ETSO

WATER DISTRIBUTION

	CATEGORY	QUANTITY
1	ROWPU, 3K	4
2	Vehicle pickup	4
3	Water Tanker (Kodiak version)	24
4	Water well(source)	2

ETSO: Enough To Support Operation

CONSTRUCTION AND MAINTENANCE

	CATEGORY	QUANTITY
1	Crane, 20 Ton	1
2	Crane, 35 Ton	1
3	Concrete mixer, 5Yd	1
4	Concrete mixer, 1/3Yd	4
5	Cutter, Rebar, hand-operated	1
6	Truck, flat, 1 ton, dropside	3
7	Vehicle pickup 3/4 Ton 4x4	3
8	All construction & maintenance material	ETSO
9	All construction & maintenance tools	ETSO

COMMUNICATION SUPPORT

	CATEGORY	QUANTITY
1	All eqpt & spare parts	ETSO

FUEL OPERATION

	CATEGORY	QUANTITY
1	Vehicle refueling truck (Kodiac)	1
2	Bladders, 10K & 50K	ETSO
3	Kit, bladder repair	3
4	Truck retail refuel	4
5	Vehicle, pickup	1

EQUIPMENT & MAINTENANCE

	CATEGORY	QUANTITY
1	Crane, 5.8 ton	3
2	Forklift 4K	1
3	Truck, cargo 5 ton	4
4	Truck, contact	4
5	Vehicle Pickup	2
6	Wrecker, 10-20T class	3
7	Wrecker, light, commercial vehicle	1
8	spare parts & POL	ETSO
9	Tool kits, general mechanic	nil
10	Tool kits, master mechanic	nil
11	Tool set, Maintenance shop	nil
12	welding machine	1

PERSONNEL SERVICES

	CATEGORY	QUANTITY
1	Body bags	10
2	Medical kits	ETSO
3	General medical eqpt & supply	ETSO

GENERAL SERVICES

	CATEGORY	QUANTITY
1	Vehicle, Pickup	4
2	Vacuum Truck	4
3	Laundry units	nil
4	Vacuum cleaners	ETSO
5	Pest control material/eqpt/chemical	ETSO
6	Janitorial material	ETSO

WAREHOUSE MANAGEMENT

	CATEGORY	QUANTITY
1	Crane, 25 Ton	1
2	Extender 6K forklift	1
3	Forklift, 10K rough terrain	2
4	Forklift, 4-5K, warehouse	4
5	Forklift, 6K variable reach, rough terrain	2
6	Forklift, 28 Ton	2
7	Truck cargo, 5 Ton	1
8	Vehicle pickup	2

GROUND TRANSPORTATION

	CATEGORY	QUANTITY
1	Truck cargo, 5 Ton	9
2	Vehicle, pickup	1

AIRFIELD OPERATION

	CATEGORY	QUANTITY
1	Minibus	1
2	Truck, 4 Ton	1
3	Communications	ETSO
4	Forklift, 15K	2
5	Truck cargo, 1 Ton	1

ROADS AND RUNWAYS

	CATEGORY	QUANTITY
1	Back hoe	1
2	Truck, dump, 5Ton	2
3	Loader Scoop 2 1/2 Yd	1
4	Grader	1
5	Mobile Bitumen machine	nil
6	Tamper, Gas operated	nil
7	Tractor W/50 Ton low boy	1
8	Situminous sprayer	nil
9	Tool kit, general mechanic's	1
10	Small tools (ie Pick, Shovel, ...)	ETSO

EOD SUPPORT

	CATEGORY	QUANTITY
1	Test eqpt & tools	ETSO
2	Spare parts	ETSO

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ATTACHMENT II - Crew Manning & Construction Equipment Requirements

CREW MANNING AND CONSTRUCTION EQUIPMENT REQUIREMENTS

Location	Crew Size	Equipment Required
Kigali (interior) (1 crew)	2 Expats 5 L/N's	1 - Pick-up truck 2 - Dump Trucks 1 - Mobile bitumen trailer 1 - Scoop loader 1 - Air comp. w/hoses & jackhammer,(etc) 1 - Whacky packer
Kigali (exterior) (1 crew)	2 Expats 5 L/N's	1 - Pick-up truck 2 - Dump trucks 1 - Mobile bitumen trailer 1 - Air comp. w/ hoses & jackhammer,(etc) 1 - Whacky packer
Kibuye (roads) (3 crews)	12 Expats 2 Expats (mech) 30 L/Ns 8 L/Ns (mech)	3 - Pick-up trucks,4WD 9 - Dump trucks 3 - 10 Ton tractor w/ 40 T. trailer 3 - Graders 3 - Dozers 3 - Scoop loaders 3 - Rollers 3 - Water dist. trucks 3 - Backhoes
Crews to work toward : 1. Gitarama 2. Cyangugu 3. Gisenyi		
Kibuye (alternate airfield)	3 Expats 1 Expat(mech) Up to 12 L/Ns 8 L/N (mech)	2 - Pick-up trucks 2 - 10 Ton tractor w/ 40 T. tractor 2 - Dozers 2 - Graders 2 - Scoop loaders 4 - Dump trucks 2 - Water dist. trucks 1 - Sheepsfoot roller 2 - Steel drum rollers

KIGALI, RWANDA
General service category - Salaries and Allowance
Showing Annual Gross and Net after application of staff Assessment
(In RW Francs)

Level		S T E P S													
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV
1	(NET) (GROSS)	222920 252210	231800 261910	240670 271610	245540 281310	258410 291010	267200 300710	276160 310410	285030 320110	293900 329810	302770 339510	311640 349210	320520 358910	329390 368610	338260 378310
2		315200 353100	327620 366680	340040 380260	352460 393140	384880 407420	377300 421000	389730 434580	402150 448160	414570 461740	427060 475320	439790 488900	452540 502480	465260 516060	477980 529640
3		444900 494350	462730 513360	480550 532370	498370 551380	516190 570390	534010 589400	551810 608410	569660 627420	587480 646430	605300 665440	623120 684450	641010 703460	658900 722470	676790 741480
4		630250 692050	655450 718670	680720 745290	705990 771910	731260 798530	756530 825150	781810 851770	807880 878390	832350 905010	857750 931630	883340 958250	908940 1011490	934540 1011490	960130 1038110
5		794460 865100	826050 898370	857760 931610	889750 964910	921740 898180	953730 1031450	985720 1064720	1017710 1097990	1049700 1131260	1081690 1164530	1113680 1197800	1177600 1264340	1177660 1264340	1209650 1297610
6		1001712 1081360	1041710 1122950	1081700 1164540	1121690 1206130	1161680 1247720	1201670 1289310	1241660 1330900	1281780 1372490	1322290 1414080	1363800 1455670	1403310 1497260	1484320 1580440	1484320 1580440	1524830 1622030
7		1261400 1351680	1312150 1403670	1362790 1455660	1413430 1507650	1464060 1559640	1514700 1611630	1565340 1663620	1615980 1715610	1666620 1767600	1717540 1819590	1768850 1871580	1871460 1975560	1871460 1975560	1922770 2027550

ATTACHMENT II - Example Local Employee Wage Scales

10304 110

GENERIC GRADE LEVEL DEFINITIONS

LEVEL	Work in accordance with specific instructions, with no responsibility for selecting or deviating from work procedures.
GSL-2	Semi-skilled manual work involving repetitive tasks that require some selection of work procedures from a limited number of alternative standard practices.
GSL-3	Work involves routine tasks requiring limited discretion related to selection and processing of information or data from standardized sources, involving a choice of procedure or operations from among standard practices.
GSL-4	Work involves tasks requiring the selection, interpretation and assembly of information and data for the execution of recurring patterns of work based on knowledge of standard practice and requiring a choice of methods to use, or course to follow. Requires a thorough knowledge of the related work in own office and general knowledge of similar work in other offices.
GSL-5	Work involves non-specialized and some specialized tasks requiring the selection, interpretation and assembly of information and data from several sources in examining problems for which several possible solutions exist but which are normally covered by standard practice. Typically requires basic knowledge of specialized practices and thorough knowledge of procedures of the office and of related work in other offices.
GSL-6	Work involves responsibility for specialized tasks typically requiring the application of different and unrelated processes and methods and an understanding of a broad area of operation within a specialized field, including related work in other offices.
GSL-7	Work involves responsibility for a group of related tasks in support of an area of work, typically requiring a thorough knowledge of the assigned area of work as well as a general knowledge of related fields and the application of advanced methods and processes.

12

BENCHMARK STANDARDS

GSL-1

Work at this level involves specific tasks of a simple and repetitive nature. Decisions or errors normally have little effect beyond the work of the incumbent and immediate organizational unit and are easily corrected. Contacts are mainly with the supervisor and co-workers; contacts outside the immediate work environment are of a routine nature (ask instructions or information). Communication is in the local language, with some elementary knowledge of English required to understand wimple instructions. Work at this level is performed under close supervision and usually in accordance with a fixed schedule. Direct applicable instructions are given on what and how the work is to be done and there is little room for interpretation. The work requires knowledge of simple machine operations and use of cleaning materials, solutions and so on, and requires little experience. General education only is required, enough to read simple instructions or identify documents.

Sample Benchmark Titles:
Cleaner
Groundsman
Handyman
Laborer
Laundry Assistant
Messenger
Stores Laborer

GSL-2

Work at this level involves routine tasks with related steps and processes. Decisions and errors relate to following and complying with established schedules and specific instructions, or is performed in accordance with detailed guidelines. Work at this level requires little formal education but does require practical experience directly related to the area of work. For Drivers, specific qualifications to operate a variety of types of vehicle up to and including buses is required. Work at this level also requires some ability to speak and understand English in order to read and understand simple instructions as well as communicate routine information.

Sample Benchmark Titles:
Assistant Tradesman
Driver
Junior Clerk

3

Messenger/Driver
Tailor/Seamstress

GSL-3

Work at this level involves a variety of assignments in which decisions are limited to the course of action necessary to complete the tasks as assigned and within established guidelines. Standard procedures are well defined, supplemented by instructions from the supervisor. Regular assigned work is reviewed upon completion, more difficult tasks are reviewed in progress. Decisions may affect the timeliness and accuracy of individual work, related processes, services or the work of others. Contacts are limited to exchanging information related to the immediate work assignment, including discussions on priorities, deadlines and layout of work. Work at this level requires completion of secondary education, proven skills and some related experience. Ability to work in English is required for all positions other than trades-related. For senior Drivers, requirement to have completed secondary school may be replaced with license to operate any size of moving vehicle and considerable driving experience.

Sample Benchmark Titles: **Clerk-typist**
Telephone Operator
Tradesman
Senior Driver
Storekeeper

GSL-4

Work at this level includes a range of standard and recurring functions involving diverse work methods. Frequent contact with superiors, co-workers and others is required to exchange factual routine information. Office procedures and rules are well-established, though some interpretation and limited analysis may be processed. Work is either assigned by the supervisor, who provided guidance on non-routine matters; or assignments are generally set out and are continuous and thus it is the completed work that is reviewed. Routine tasks are performed independently. Decisions are limited to the course of action necessary to complete work assignments. Knowledge of practices and procedures in work specialty is required along with considerable related work experience in order to perform the

tasks assigned and to apply various work methods. Work at this level may involve responsibility for guiding and supervising lower-level staff and requires a good knowledge of the English language, including an understanding of the English language, including an understanding of subject-matter definitions and terms.

Sample Benchmark Titles: Administrative Clerk

Personnel Clerk

Secretary
Technician
Traders Foreman

GSL-5

Work at this level requires knowledge of the subject matter and program (s) served, such knowledge being typically gained through completion of secondary school and extended experience in the area of work. Although work is for the most art performed in accordance with established guidelines, the exercise of judgement is required to determine appropriate methods. There is also a requirement at this level to identify and recommend solutions to unique and/or difficult problems. This may involve preparing recurrent reports on assigned areas of work, noting problems for resolution at a higher level, or researching background information requiring familiarity with the program area. Work at this level also requires fluency in the English language, and involves regular contacts inside and outside of the organization to exchange relevant information in order to support the work of the supervisor, to check for additional information, or to clarify and/or verify matters.

Sample Benchmark: Senior Administrative Clerk

Senior Personnel Clerk

Senior Secretary

5

GSL-6

Work at this level involves general administrative or specialized tasks in an area of work such as personnel, public relations, and supply and transport. Typical responsibilities would include the collection and interpretation of information from a variety of sources and the preparation of reports; interpreting and applying a wide range of guidelines and practices; and directly supervising support staff through distribution of work assignments and review of completed work. Duties typically focus upon in-depth treatment of matters which extend beyond collection and processing of information to encompass the interpretation and application of rules and procedures concerning specialized area(s) of work and requiring at times the exercise of judgement. The work involves frequent internal and external contacts requiring detailed discussion of, and explanation of, involved procedures. Several years' experience in progressively responsible positions is required to obtain knowledge and understanding of a complex body of guidelines and procedures, an ability to carry out a full range of activities and a good understanding of the purposes and functions of other offices with which a post at this level interacts.

Sample Benchmark Titles: Administrative Assistant

Secretary to Head of Office

GSL-7

Work at this level involves a wide range of specialized or administrative tasks including co-ordination and supervision of work, and preparation of reports. Work at this level requires significant judgement and initiative in the interpretation and application of rules and procedures covering a wide range of activities. Work is performed under minimal supervision and recommendations are usually accepted as technically accurate. Work at this level involves regular input into the planning of the work program. Work requires a broad range of contacts of a non-routine nature to solve administrative or technical difficulties as well as to ensure the provision of services by others. Work at this level requires thorough knowledge and understanding of a wide range of policies and procedures, together with well developed management and supervisory skills, obtained

through progressively responsible work experience including supervisory responsibilities.

Sample Benchmark Titles: Senior Administrative Assistant

Senior Public Information Assistant

ATTACHMENT III

CORPORATE CERTIFICATE

If the proposal is submitted by a corporation, the Corporate Certificate below must be submitted. If the proposal is submitted by a partnership, the Authority to Bind partnership below must be completed and a copy of the partnership agreement included with the proposal. If the proposal is submitted by a Joint Venture, the Corporate Certificate below must be completed by each member of the Joint Venture and a copy of the Joint Venture Agreement included with the proposal.

CORPORATE CERTIFICATE

I,_____, certify that I am the _____ _____ (Title) of the corporation named as Proposer/Contractor herein; that _____, who signed this proposal on behalf of the proposer was then _____ (Title) of said corporation; that said proposal was duly signed for an on behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

_____ (Corporate Seal)
(Signature)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the proposal had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, with the United Nations

The authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledged by the Contracting Officer.

Names and signatures of all partners:

_____
_____
_____
_____
_____

ANNEX B - GENERAL RELEASES

B.1 - Travel on UN-Provided Aircraft

B.2 - Travel on UN-Provided Vehicles Other than Aircraft

B.3 - Use of UN-Provided Medical Facilities

ANNEX B.1

Revised 16 November 1994

GENERAL RELEASE FROM LIABILITY IN CONNECTION WITH TRAVEL ON UN-PROVIDED AIRCRAFT

I, the undersigned, hereby recognize that my travel on the aircraft provided by the UN that is scheduled to depart from _____ _____ for _____ _____ on _____ _____ 199 __ is solely for my own convenience and benefit and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

(a) Assume all risks and liabilities during such travel;

(b) Recognize, subject to the provisions of this release, that neither the United Nations nor any of its officials, employees or agents are responsible for any loss, damage, injury or death that may be sustained by me during such travel;

(c) Agree, for myself as well as for my dependents, heirs and estate, that, in any case of loss, damage, injury or death, the liability of the United Nations, if any, shall be limited and shall, as applicable, not exceed the lower of: (i) the amounts of the insurance coverage maintained for this purpose by the United Nations; (ii) the compensation payable to staff of the United Nations; or (iii) the limitations on the amounts recoverable by passengers under the provisions of the Warsaw Convention;

(d) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer or the carrier covering such loss, damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(c)", above, exceed the amounts recovered from such insurance.

(Date) _____ _____ _____ (Signature of passenger) _____ _____ _____

(Witness) _____ _____ (Print name of passenger) _____ _____ _____

GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF

USE OF UN-PROVIDED TRANSPORT

I, the undersigned, hereby recognize that all my travel on UN-provided transport is solely for my own convenience and benefit for purposes of work-related duties or for emergency medical reasons, and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

(a) Assume all risks and liabilities during such travel;

(b) Recognize that neither the United Nations nor any of its officials, employees or agents are liable for any loss, damage, injury or death that may be sustained by me during such travel;

(c) Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;

(d) Agree, for myself as well as for my dependents, heirs and estate, that, in the event that the United Nations has insurance to cover personal injury or death, the liability of the United Nations shall be limited and shall not exceed: the amounts of such insurance coverage; or in the case of loss, damage, injury or death during carriage by air, the limitations on the amounts recoverable by passengers under the provisions of the Warsaw Convention;

(e) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer or the carrier covering such loss damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(d)" above, exceed the amounts recovered from such insurance.

_____
Passenger

_____
Date

ANNEX B.3

GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF

PROVISION BY UN OF EMERGENCY MEDICAL CARE

I, the undersigned, hereby recognize that all emergency medical care that may be provided to me at UN medical facilities in Somalia is solely for my own convenience and benefit for purposes of work-related duties or for emergency medical reasons, and may take place in areas or under conditions of special risk. In consideration of receiving such medical care, I hereby:

(a) Assume all risks and liabilities in connection with the provision of such medical care;

(b) Recognize that neither the United Nations nor any of its officials, employees or agents are liable for any loss, damage, injury or death that may be sustained by me during the provision of such medical care;

(c) Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;

(d) Agree, for myself as well as for my dependents, heirs and estate, that, in the event that the United Nations has insurance to cover personal injury or death, the liability of the United Nations shall be limited and shall not exceed the amounts of such insurance coverage;

(e) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer covering such loss damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(d)" above, exceed the amounts recovered from such insurance.

_____
Patient

_____
Date

_____
Witness

SECTION F

EVALUATION FACTORS FOR AWARD

I. EVALUATION CRITERIA

A. GENERAL BASIS FOR CONTRACT AWARD

(1) The UN contemplates award of a contract or contracts for the overall effort set forth in this Request for Proposal.

(2) A detailed evaluation will be made of each proposal and the results will be used in determining the proposer(s) that may be awarded the contract(s). The technical and management evaluations will be accomplished without reference to cost. The contractor selection process will be based on an integrated assessment of the areas set forth below to determine the proposal(s) most advantageous to the UN. During the evaluation process the UN will, solely at its option, consider "corrective potential" when a deficiency is identified in an element of a proposal. Proposals unrealistic in terms of technical, cost, or management commitments will be deemed indicative of a lack of comprehension of the complexity and risks of the requirements and may be rejected. The UN may award a contract to a proposer with other than the lowest cost after consideration of all stated evaluation criteria. The integrated assessment will involve a determination by the UN of the overall value or merit of each proposal. Proposers must recognize that subjective judgement on the part of UN evaluators is implicit in the proposal evaluation process.

B. SPECIFIC AREAS OF EVALUATION

(1) Award will be made to that proposer or proposers whose proposal contains the combination of those criteria offering the best over-all value to the UN. This will be determined by comparing difference in the value of technical and management features with difference in cost to the UN.

(2) The specific areas of evaluation shown in descending order of importance are as follows:

(a) Technical

(b) Management

(c) Cost

(3) In making this comparison, the UN is concerned with striking the most advantageous balance between technical and management features and cost to the UN.

(a) TECHNICAL: The information provided by a proposer under Section A.III.3.B. will be used during the evaluation process to assess and document the extent to which the proposal meets, fails to meet, or usefully exceeds the minimum requirements contained in the Scopes of Work.

(b) MANAGEMENT: There are three (3) items which will be used for evaluation of the management proposals to determine the proposer's ability to achieve the requirements stated in the Scopes of Work.

1. Relevant Experience of the Company, in light of the information detailed as per Section A.II(1) and Section A.III.3.C(8).

2. Financial capacity/capability to support the execution of the approved management plan, in light of the information provided under Section A.III.3.C(5c).

3. Capacity/capability of proposer's key personnel to perform under the contract, in light of the information provided under Section A.III.3.C.

II. ADDITIONAL EVALUATION FACTOR

The UN may reject a proposal as unacceptable if it is materially unbalanced as to cost. A proposal is considered unbalanced when it is based on costs significantly understated for some work and costs significantly overstated for other work.

ANNEX C

THE CONTRACTOR'S PROPOSAL

Dated 22 March 1995, as modified by the Contractor's letter dated 15 June 1995 and fax transmission dated 27 July 1995 (Complete copy of the Contractor's proposal is held by PTS)

UNAMIR

Brown & Root Services Corporation

4100 Clinton Drive (77020-6299)
Post Office Box 3
Houston, TX 77001-0003

FAX: (713) 676-5174

June 15, 1995

Letter Nr.. 95-0367-SWD
File: 731/440

Mr. Christopher Fathers
Officer in Charge
Field Missions Procurement Unit 1
Field Missions Procurement Section
Purchase and Transportation Service
United Nations, New York 10017

Subject: Consequential Damages

Reference: MIR5-200017/CF

Dear Mr. Fathers:

As a matter of policy, Brown & Root Services Corporation (BRSC) does not accept contract provisions imposing liability for consequential damages.

As a practical matter of business prudence, BRSC routinely carries insurance policies covering property damage, bodily damage, excess liability and workmen's compensation. Coverage of the aforementioned policies is acquired through the application of a rate or rates, or alternatively, purchase of a contract specific policy.

Should the UN continue to insist upon contract language which does not specifically exclude consequential damages, BRSC will require that the UN identify the cumulative dollar value of damage beyond which the United Nations is barred from asserting a claim against BRSC. BRSC will then seek to acquire a contract specific insurance policy the cost of which will be additive to the currently proposed Phase I, Annex A, Management Fee.

Sincerely,

BROWN & ROOT SERVICES CORPORATION

Steven W. Downs, Manager
International Contract Administration

SWD/eyj

A Halliburton Company

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Brown & Root Services Corporation

P.O. Box 3
Houston, Texas 77001-0003
Fax Number (713) 676-3318
Confirmation Number (713) 676- 7747

COVER SHEET

Date: 27 JULY 95

Time Sent:

To: A. FONTAIN
PTS UNIT I
U.N. NY. N.Y.

Telecopier No: (212) 963 3503

From: S. DOWNS

Number of Pages Following Cover Sheet: 18

1 EA COMPLETE
UNAMIR REVISION IV
PLUS 8.0 INS

765.

RFP# MIR5-200017/CF

[redacted]

	COST PORTION			FIXED FEE PORTION				
	SCHD 2	SCHD 3		SCHD 4				
ITEM	DIRECT LABOR	DIRECT ODCs	TOTAL DIRECT	MANAGMENT FEE	SUBTOTAL	FEE	TOTAL FIXED FEE	TOTAL CONTRACT
A	276,673	0	276,673	1,408,816	1,685,489	269,536	1,678,352	1,955,026
B	60,407	8,100	68,507		68,507	8,221	8,221	76,728
C	470,050	38,900	508,950		508,950	61,074	61,074	570,023
D	13,873	2,100	15,973		15,973	1,917	1,917	17,890
E	42,082	3,150	45,232		45,232	5,428	5,428	50,660
F	172,537	12,600	185,137		185,137	22,216	22,216	207,354
G		*THIS ITEM NOT USED*						
H	41,482	3,650	45,132		45,132	5,416	5,416	50,547
I	67,611	5,250	72,861		72,861	8,743	8,743	81,604
J	190,873	16,800	207,673		207,673	24,921	24,921	232,593
K	44,170	2,100	46,270		46,270	5,552	5,552	51,823
L	57,554	4,200	61,754		61,754	7,411	7,411	69,165
M	7,781	1,050	8,831		8,831	1,060	1,060	9,890
N	200,523	1,050	201,573		201,573	24,189	24,189	225,762
TOTALS	1,645,617	98,950	1,744,667	1,408,816	3,153,383	445,683	1,854,499	3,599,066

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[redacted]

CLW		FTE	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPLIFT	SUBTL	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FRG. BEN.	TOTAL LBR. & REL. COST
A.	PROJECT MANAGER	1.00	BRSC	$24.04	624	15,000	2,300	7,850	$25,250	1,032	56	250	1,710	0	1,471	30,886
A.	SAFETY/SECURITY MANAGER	1.00	BRSC	$16.63	624	10,300	1,615	5,505	$17,880	1,303	56	250	1,197	0	1,030	21,575
A.	OPERATIONS MANAGER	1.00	BRSC	$21.15	624	13,200	2,031	6,906	$22,227	1,708	56	250	1,505	0	1,295	27,041
A.	ADMIN. SUPPORT (HOME OFF.)	2.00	BRSC	$21.25	1,248	26,510	4,080	0	$30,590	2,341	56	250	144	0	2,691	35,980
A.	CONTROLS MANAGER	1.00	BRSC	$16.87	624	9,900	1,523	5,247	$16,670	1,276	56	250	1,129	0	871	20,164
A.	CONTRACTS/BUSINESS MANAGER	1.00	BRSC	$22.50	624	14,100	2,100	7,473	$23,742	1,816	56	250	1,597	0	1,353	28,864
A.	ACCOUNTANT	1.00	BRSC	$16.63	624	10,300	1,615	5,505	$17,880	1,303	56	250	1,197	0	1,030	21,575
A.	ESTIMATOR	2.00	TCN	$3.75	1,248	13,567	0	0	$13,567	0	0	0	1,283	0	0	14,850
A.	ENGINEER	3.00	TCN	$4.41	1,872	20,760	0	0	$20,760	0	0	0	1,963	0	0	22,713
A.	COST ANALYST	1.00	TCN	$3.25	624	6,675	0	0	$6,675	0	0	0	631	0	0	7,306
A.	WORK ORDER COORDINATOR	1.00	TCN	$2.00	624	6,415	0	0	$6,415	0	0	0	607	0	0	7,022
A.	TIME KEEPER	1.00	TCN	$2.25	624	6,487	0	0	$6,487	0	0	0	612	0	0	7,099
A.	PERSONNEL SPECIALIST	1.00	TCN	$3.25	624	6,675	0	0	$6,675	0	0	0	631	0	0	7,306
A.	TRAVEL CLERK	1.00	TCN	$2.25	624	6,487	0	0	$6,487	0	0	0	612	0	0	7,099
A.	PROPERTY BOOK OFFICER	1.00	TCN	$2.00	624	6,415	0	0	$6,415	0	0	0	607	0	0	7,022
A.	SAFETY/SECURITY SPECIALIST	2.00	LN	$2.25	1,248	2,808	0	0	$2,808	0	0	0	4	225	0	3,037
A.	PAYROLL CLERK	2.00	LN	$2.25	1,248	2,808	0	0	$2,808	0	0	0	4	225	0	3,037
A.	SUBCONTRACT ADMIN. -LN	2.00	LN	$2.25	1,248	2,808	0	0	$2,808	0	0	0	4	225	0	3,037
A.	CONTROLS ASSISTANT	1.00	LN	$1.63	624	1,015	0	0	$1,015	0	0	0	2	81	0	1,098
		26.00			16,224	162,678	18,341	39,786	230,716	11,770	392	1,813	15,448	756	9,780	276,673
B.	SERVICES OPERATIONS MANAGER	1.00	BRSC	$19.23	624	12,000	1,840	6,360	20,200	1,546	56	250	1,366	0	1,177	24,612
B.	WATER OPERATIONS SUPERVISOR	1.00	INTL	$13.62	624	8,498	1,308	2,875	12,781	0	0	0	886	0	0	13,665
B.	WATER PURIFICATION SPEC.	2.00	TCN	$2.00	1,248	12,828	0	0	12,828	0	0	0	1,214	0	0	14,043
B.	WATER OPERATIONS FOREMAN	1.00	LN	$2.25	624	1,404	0	0	1,404	0	0	0	2	112	0	1,518
B.	WATER OPERATOR	6.00	LN	$1.63	3,744	6,091	0	0	6,091	0	0	0	9	487	0	6,588
	TOTALS	11.00			6,864	40,824	3,154	9,335	53,312	1,546	56	255	3,458	600	1,177	60,407
C.	CONST. MAINT. MANAGER	1.00	BRSC	$24.76	624	15,450	2,377	8,189	26,015	1,980	56	250	1,741	0	1,515	31,557
C.	SERVICES SUPERVISOR	1.00	BRSC	$16.83	624	10,500	1,615	5,505	17,620	1,353	56	250	1,197	0	1,030	21,575
C.	ELECTRICAL SUPERVISOR	1.00	INTL	$16.35	624	10,200	1,569	3,570	15,339	0	0	0	1,038	0	0	16,378
C.	CIVIL SUPERVISOR	1.00	INTL	$15.22	624	9,488	1,461	3,324	14,273	0	0	0	987	0	0	15,261
C.	SERVICES FOREMAN	3.00	TCN	$2.20	1,872	19,969	0	0	19,969	0	0	0	1,832	0	0	21,801
C.	CIVIL TRADESMAN	3.00	TCN	$2.00	1,872	19,344	0	0	19,344	0	0	0	1,820	0	0	21,065
C.	ELECTRICIAN	3.00	TCN	$2.00	1,872	19,344	0	0	19,344	0	0	0	1,820	0	0	21,065
C.	PLUMBER	3.00	TCN	$2.00	1,872	19,344	0	0	19,344	0	0	0	1,820	0	0	21,065
C.	FOREMAN	16.00	LN	$2.25	8,864	22,464	0	0	22,464	0	0	0	34	1,797	0	24,295
C.	FOREMAN, FIREFIGHTING	6.00	TCN	$2.20	3,744	38,736	0	0	38,736	0	0	0	3,865	0	0	42,601
C.	TRADESMEN	51.00	LN	$1.63	31,824	51,726	0	0	51,726	0	0	0	78	4,142	0	55,946
C.	ASSISTANTS	30.00	LN	$1.13	18,720	21,080	0	0	21,080	0	0	0	32	1,685	0	22,776
C.	LABORERS	307.00	LN	$0.75	191,568	143,676	0	0	143,676	0	0	0	216	11,494	0	155,386
	TOTALS	436.00			285,824	400,493	7,023	20,848	428,133	3,343	112	518	16,281	19,118	2,545	470,050

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CLIN		EHrs	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPLIFT	SUBTL	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FBQ. BEN.	TOTAL LBR. & REL. COST
D.	RADIO/ELEC. REPAIRMAN	2.00	TCN	$1.63	1,248	12,674	0	0	12,674	0	0	0	1,159	0	0	13,873
	TOTALS	2.00			1,248	12,674	0	0	12,674	0	0	0	1,159	0	0	13,873
E.	FUELS SUPERVISOR	1.00	INTL	$13.62	624	8,499	1,308	2,975	12,781	0	0	0	865	0	0	13,646
E.	FUEL HANDLER	3.00	TCN	$1.38	1,872	18,807	0	0	18,807	0	0	0	1,779	0	0	20,587
E.	OPERATOR	3.00	LN	$1.63	1,872	3,046	0	0	3,046	0	0	0	5	244	0	3,294
E.	LABORER	9.00	LN	$0.75	5,616	4,212	0	0	4,212	0	0	0	6	337	0	4,555
	TOTALS	16.00			9,984	34,564	1,308	2,975	38,846	0	0	0	2,655	581	0	42,082
F.	EQUIPMENT MAINT. MANAGER	1.00	INTL	$16.83	624	10,500	1,615	3,675	15,790	0	0	0	1,040	0	0	16,830
F.	SHOP SUPERVISOR	1.00	INTL	$16.83	624	10,500	1,615	3,675	15,790	0	0	0	1,040	0	0	16,830
F.	RECOVERY/WRECKER OPERATOR	1.00	INTL	$8.01	624	5,000	769	1,750	7,519	0	0	0	500	0	0	8,019
F.	SECTION LEADER	2.00	TCN	$2.20	1,248	12,913	0	0	12,913	0	0	0	1,222	0	0	14,134
F.	MECHANIC - TCN	7.00	TCN	$2.00	4,368	44,903	0	0	44,903	0	0	0	4,248	0	0	49,151
F.	BODY REPAIR SPECIALIST	1.00	LN	$1.63	624	1,015	0	0	1,015	0	0	0	2	81	0	1,098
F.	MACHINIST - TCN	1.00	TCN	$2.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
F.	RECOVERY/WRECKER OPER. - TCN	2.00	TCN	$2.00	1,248	12,829	0	0	12,829	0	0	0	1,214	0	0	14,043
F.	MECHANIC	24.00	LN	$1.63	14,976	24,365	0	0	24,365	0	0	0	37	1,949	0	26,361
F.	BODY REPAIR SPECIALIST	5.00	LN	$1.63	3,120	5,076	0	0	5,076	0	0	0	8	406	0	5,490
F.	MACHINIST	2.00	LN	$1.63	1,248	2,030	0	0	2,030	0	0	0	3	162	0	2,196
F.	TOOL ROOM CLERK	2.00	LN	$1.63	1,248	2,030	0	0	2,030	0	0	0	3	162	0	2,196
F.	LABORER	18.00	LN	$0.75	11,232	8,424	0	0	8,424	0	0	0	13	674	0	9,111
	TOTALS	67.00			41,808	146,001	4,000	8,100	158,101	0	0	0	10,001	3,435	0	172,537
H.	LAUNDRY SUPERVISOR	1.00	TCN	$2.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
H.	LAUNDRY CLERK	2.00	LN	$1.63	1,248	2,030	0	0	2,030	0	0	0	3	162	0	2,196
H.	TAILOR	1.00	TCN	$2.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
H.	COBBLER	1.00	TCN	$2.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
H.	LABORER	36.00	LN	$0.75	22,464	16,848	0	0	16,848	0	0	0	25	1,348	0	18,221
	TOTALS	41.00			25,584	38,123	0	0	38,123	0	0	0	1,849	1,510	0	41,482
I.	WAREHOUSE SUPERVISOR	1.00	TCN	$2.20	624	6,456	0	0	6,456	0	0	0	611	0	0	7,067
I.	WAREHOUSEMAN	2.00	TCN	$2.00	1,248	12,829	0	0	12,829	0	0	0	1,214	0	0	14,043
I.	COMPUTER OPERATOR	2.00	TCN	$2.50	1,248	13,037	0	0	13,037	0	0	0	1,239	0	0	14,271
I.	FOREMAN	3.00	LN	$2.26	1,872	4,212	0	0	4,212	0	0	0	6	337	0	4,555
I.	CLERK	4.00	LN	$1.85	2,496	4,061	0	0	4,061	0	0	0	6	325	0	4,392
I.	MHE DRIVER	4.00	LN	$1.13	2,496	2,808	0	0	2,808	0	0	0	4	225	0	3,037
I.	LABORER	40.00	LN	$0.75	24,960	18,720	0	0	18,720	0	0	0	28	1,498	0	20,246
	TOTALS	56.00			34,944	62,124	0	0	62,124	0	0	0	3,102	2,384	0	67,611

[redacted]

CLIN		FTEs	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPLIFT	SUBT'L	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FRG. BEN.	TOTAL LBR. & REL. COST
J.	TRUCK FOREMAN	3.00	TCN	62.48	1,872	19,641	0	0	19,641	0	0	0	1,849	0	0	21,389
J.	SCHEDULER/DISPATCHER	1.00	TCN	62.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
J.	DRIVER	12.00	TCN	63.25	7,488	80,097	0	0	80,097	0	0	0	7,577	0	0	87,674
J.	FOREMAN	5.00	LN	62.25	3,120	7,020	0	0	7,020	0	0	0	11	562	0	7,592
J.	CLERK	2.00	LN	61.63	1,248	2,030	0	0	2,030	0	0	0	3	162	0	2,196
J.	SENIOR DRIVER	35.00	LN	61.63	21,840	35,532	0	0	35,532	0	0	0	53	2,843	0	38,428
J.	DRIVER - GSL -2I	35.00	LN	61.13	21,840	24,578	0	0	24,578	0	0	0	37	1,966	0	26,572
	TOTALS	63.00			58,032	175,304	0	0	175,304	0	0	0	10,136	5,532	0	190,973
K.	AIRFLO OPS MANAGER	1.00	BMSC	615.62	624	9,489	1,398	4,904	14,311	1,095	56	259	889	0	834	17,523
K.	PASSENGER BOOKING SPEC.	1.00	TCN	62.25	624	6,487	0	0	6,487	0	0	0	512	0	0	7,078
K.	PASSENGER SERVICES SPEC.	1.00	TCN	62.25	624	6,487	0	0	6,487	0	0	0	512	0	0	7,078
K.	FOREMAN	1.00	LN	62.25	624	1,404	0	0	1,404	0	0	0	2	112	0	1,518
K.	CLERK	4.00	LN	61.63	2,496	4,061	0	0	4,061	0	0	0	6	325	0	4,392
K.	DRIVER - GSL -2I	2.00	LN	61.13	1,248	1,404	0	0	1,404	0	0	0	2	112	0	1,518
K.	LABORER	10.00	LN	60.75	6,240	4,680	0	0	4,680	0	0	0	7	374	0	5,061
	TOTALS	20.00			12,480	32,981	1,398	4,904	39,783	1,095	56	259	2,210	924	834	44,170
L.	HORIZONTAL CONST. SUPV.	1.00	BMSC	617.79	624	11,160	1,708	5,863	18,691	1,430	56	259	1,385	0	1,058	22,789
L.	ENGINEERING CREW FOREMAN	2.00	TCN	62.20	1,248	12,813	0	0	12,813	0	0	0	1,222	0	0	14,134
L.	HEAVY EQUIP. OPER. - TCN	2.00	TCN	62.00	1,248	12,829	0	0	12,829	0	0	0	1,214	0	0	14,043
L.	HEAVY EQUIP. OPER. - LN	6.00	LN	61.63	3,744	6,081	0	0	6,081	0	0	0	9	487	0	6,577
	TOTALS	11.00			6,864	42,933	1,708	5,863	50,624	1,430	56	259	3,710	487	1,058	57,564
M.	ELECTRONIC EQUIP. REPAIRMAN	1.00	TCN	62.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
M.	ASSIST. ELEC. EQUIP. REPAIRMAN	1.00	LN	61.13	624	702	0	0	702	0	0	0	1	56	0	759
	TOTALS	2.00			1,248	7,117	0	0	7,117	0	0	0	608	56	0	7,781
M.	SECTOR COORDINATOR	6.00	BMSC	616.83	3,120	52,500	8,877	27,825	88,402	5,876	56	259	5,865	0	5,148	104,977
M.	LOGISTICS SECTOR COORDINATOR	1.00	TCN	62.00	624	6,415	0	0	6,415	0	0	0	607	0	0	7,022
M.	FOREMAN	5.00	LN	62.25	3,120	7,020	0	0	7,020	0	0	0	11	562	0	7,592
M.	CLEANER	100.00	LN	60.75	62,400	48,600	0	0	48,600	0	0	0	70	3,744	0	50,414
M.	GROUNDSMAN	10.00	LN	60.75	6,240	4,680	0	0	4,680	0	0	0	7	374	0	5,061
M.	LABORER	50.00	LN	60.75	31,200	23,400	0	0	23,400	0	0	0	35	1,872	0	25,307
	TOTALS	171.00			106,704	140,615	8,877	27,825	176,717	5,876	56	259	6,714	6,562	5,148	200,523

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CLIN	EIEA	LBR CAL.	HWLY RATE	PROD MRS	PROD LABOR	NON PROD LABOR	UPHEI	MARTL	EIEA	BUIA	BUIA	WORK COMP.	LOCAL EDC.SEC	FBQ. MEM.	TOTAL LBR. & MEL. COST
GRAND TOTAL	942.00			887,808	1,316,400	61,918	119,066	1,477,383	24,250	728	3,367	77,372	41,836	20,673	1,946,817

NOTE: FOR TCN 00878, WE HAVE USED 4%E HOURS OF AN INTERNATIONAL PERSONNEL AVERAGE RATE OF $14.42 AND 28% HOURS OF THE LISTED TCN RATE. ALSO, SOCIAL SECURITY TAXES FOR LN PERSONNEL ARE INCLUDED IN THE EOC SEC COLUMN.

RFP# MIR5-200017/CF

BROWN & ROOT SERVICES CORPORATION (BRSC)

PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES TO [illegible]

CLIN [illegible]

OTHER DIRECT COSTS (ODC) - [illegible] TO THE [illegible]

[illegible] UNDER [illegible] AUTHORITY [illegible]

ITEM	DESCRIPTION OF COST	# REQ'D	ODCs	TOTAL DIRECT
A				
	N/A	0.00	0	0
	N/A	0.00	0	0
TOTAL A			0	0
B				
	MOBILIZATION - INT'L PERSONNEL	1.00	6,000	6,000
	MOBILIZATION - TCN PERSONNEL	2.00	2,100	2,100
TOTAL B			8,100	8,100
	MOBILIZATION - INT'L PERSONNEL	2.00	12,000	12,000
	MOBILIZATION - TCN PERSONNEL	18.00	18,900	18,900
	FIRE FIGHTING PROTECTIVE CLOTHING $2,000 @ SET	4.00	8,000	8,000
TOTAL C			38,900	38,900
D				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	2.00	2,100	2,100
TOTAL D			2,100	2,100
E				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	3.00	3,150	3,150
TOTAL E			3,150	3,150
F				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	12.00	12,600	12,600
TOTAL F			12,600	12,600
G				
	NOT USED		0	0
TOTAL G			0	0
H				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	3.00	3,150	3,150
	MORTUARY SERVICE (COST FOR LOCAL SERVICE)		500	500
TOTAL H			3,650	3,650
I				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	5.00	5,250	5,250
TOTAL I			5,250	5,250
J				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	18.00	16,800	16,800
TOTAL J			16,800	16,800

BROWN & ROOT SERVICES CORPORATION (BRSC)

PROVISION OF LOGISTICS AND REPLACEMENT SERVICES TO LIBERIA

CONSOLIDATED COST SUMMARY (DIRECT AS DIRECT TO THE CONTRACT SCHEDULE)

PERIOD: JUNE 1, 1996 - AUGUST 31, 1996

ITEM	DESCRIPTION OF COST	# REQ'D	ODCs	TOTAL DIRECT
K				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	2.00	2,100	2,100
TOTAL K			2,100	2,100
L				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	4.00	4,200	4,200
TOTAL L			4,200	4,200
M				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	1.00	1,050	1,050
TOTAL M			1,050	1,050
N				
	MOBILIZATION - INT'L PERSONNEL	0.00	0	0
	MOBILIZATION - TCN PERSONNEL	1.00	1,050	1,050
TOTAL N			1,050	1,050
TOTALS			98,950	98,950

BROWN & ROOT SERVICES CORPORATION (BRSC)

PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES TO UNITED

SUMMARY SCHEDULE SCHEDULE 2

1 JULY 1995 - SUBJECT TO REVISE

ITEM	DESCRIPTION OF COST			ODCs	TOTAL MGT. FEE
A					
	SUSTAINMENT FOR PROJECT PERSONNEL				
	FOOD (INTERNATIONAL) $25 @ x 90 x 25 PERSONS		56,250		
	FOOD (TCNs) $12.50 @ x 30 x 80 PERSONS		30,000		
	VILLAS AND HOTELS UNTIL UN CAMP AVAILABLE		957,630		
	TOTAL SUSTAINMENT FOR PROJECT PERSONNEL			1,043,880	1,043,880
	POSTAGE/EXPRESS MAIL	$500 @ MONTH		1,500	1,500
	COMMUNICATIONS	$12,000 @ MONTH		36,000	36,000
	CORPORATE CHARGES	$19,000 @ MONTH		57,000	57,000
	OFFICE SUPPLIES	$2,000 @ MONTH		6,000	6,000
	TRAVEL - ONE ROUND TRIP TO HOME OFFICE			4,500	4,500
	MONTHLY FACILITY RENTAL AND UTILITIES $2,700 @ MONTH			8,100	8,100
	FIRST AID KIT			150	150
	MOBILIZATION - INTERNATIONAL PERSONNEL		3 PERSONS x $6,000	18,000	18,000
	MOBILIZATION - TCN PERSONNEL	11 PERSONS x $1,050		11,550	11,550
	TCN AGENT RECRUITMENT TRIP TO MANILA (2 WEEKS)			4,750	4,750
	PHONE ALLOW - INTERNATIONAL STAFF			57,000	57,000
	AGENT FEES FOR TCNs			60,400	60,400
	GENERAL LIABILITY RIDER (CONSEQUENTIAL DAMAGES)			99,988	99,988
TOTAL A				1,408,816	1,408,816
TOTALS				1,408,816	1,408,816

	COST PORTION				FIXED FEE PORTION			
	SCHD 2	SCHD 3		SCHD 4				
ITEM	DIRECT LABOR	DIRECT ODCs	TOTAL DIRECT	MANAGMENT FEE	SUBTOTAL	FEE	TOTAL FIXED FEE	TOTAL CONTRACT
A	618,096	8,900	626,996	828,911	1,455,907	247,504	1,076,415	1,703,411
B	139,329	11,626	150,955		150,955	18,115	18,115	169,069
C	1,088,915	42,452	1,131,367		1,131,367	135,764	135,764	1,267,131
D	8,867	1,600	8,267		8,267	992	992	9,260
E	69,686	7,413	77,099		77,099	9,252	9,252	86,351
F	306,019	24,639	330,658		330,658	39,679	39,679	370,337
G		*THIS ITEM NOT USED*						
H	73,546	2,900	76,446		76,446	9,173	9,173	85,619
I	119,639	4,000	123,639		123,639	14,837	14,837	138,475
J	323,592	12,800	336,392		336,392	40,367	40,367	376,759
K	95,416	6,613	102,029		102,029	12,244	12,244	114,273
L	100,516	8,213	108,729		108,729	13,047	13,047	121,776
M	6,376	800	7,176		7,176	861	861	8,037
N	330,379	15,839	349,218		349,218	41,906	41,906	391,124
TOTALS	3,281,175	147,795	3,428,970	828,911	4,257,881	583,741	1,412,652	4,841,622

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CLIN		FTEs	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPLIFT	SUBT'L	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FRG. BEN.	TOTAL LBR. & REL. COST
A.	PROJECT MANAGER	1.00	BRSC	$24.84	1,872	46,000	2,308	23,050	$71,198	4,625	56	259	4,817	0	4,621	85,137
A.	SAFETY/SECURITY MANAGER	1.00	BRSC	$16.83	1,872	31,500	1,615	15,695	$49,810	3,610	56	259	3,372	0	2,815	60,123
A.	OPERATIONS MANAGER	1.00	BRSC	$21.15	1,872	39,600	2,081	20,988	$62,619	4,702	56	259	4,238	0	3,538	75,414
A.	ADMIN. SUPPORT (HOME OFF.)	2.00	BRSC	$21.25	3,744	79,557	4,080	0	$83,637	5,007	56	259	353	0	7,103	88,461
A.	CONTROLS MANAGER	1.00	BRSC	$15.87	1,872	29,700	1,523	15,741	$46,964	3,593	56	259	3,179	0	2,654	56,705
A.	CONTRACTS/BUSINESS MANAGER	1.00	BRSC	$22.60	1,872	42,300	2,169	22,419	$66,888	4,784	56	259	4,528	0	3,780	80,276
A.	ACCOUNTANT	1.00	BRSC	$16.83	1,872	31,500	1,615	16,695	$49,810	3,810	56	259	3,372	0	2,815	60,123
A.	ESTIMATOR	2.00	TCN	$3.75	3,744	14,040	0	0	$14,040	0	0	0	1,328	0	0	15,368
A.	ENGINEER	3.00	TCN	$4.41	5,616	24,782	0	0	$24,782	0	0	0	2,344	0	0	27,127
A.	COST ANALYST	1.00	TCN	$3.25	1,872	6,084	0	0	$6,084	0	0	0	575	0	0	6,660
A.	WORK ORDER COORDINATOR	1.00	TCN	$2.00	1,872	3,744	0	0	$3,744	0	0	0	354	0	0	4,098
A.	TIME KEEPER	1.00	TCN	$2.25	1,872	4,212	0	0	$4,212	0	0	0	398	0	0	4,610
A.	PERSONNEL SPECIALIST	1.00	TCN	$3.25	1,872	6,084	0	0	$6,084	0	0	0	575	0	0	6,660
A.	TRAVEL CLERK	1.00	TCN	$2.25	1,872	4,212	0	0	$4,212	0	0	0	398	0	0	4,610
A.	PROPERTY BOOK OFFICER	1.00	TCN	$2.00	1,872	3,744	0	0	$3,744	0	0	0	354	0	0	4,098
A.	SAFETY/SECURITY SPECIALIST	2.00	LN	$2.26	3,744	8,424	0	0	$8,424	0	0	0	13	674	0	9,111
A.	PAYROLL CLERK	2.00	LN	$2.26	3,744	8,424	0	0	$8,424	0	0	0	13	674	0	9,111
A.	SUBCONTRACT ADMIN. -LN	2.00	LN	$2.26	3,744	8,424	0	0	$8,424	0	0	0	13	674	0	9,111
A.	CONTROLS ASSISTANT	1.00	LN	$1.83	1,872	3,046	0	0	$3,046	0	0	0	5	244	0	3,294
		26.00			48,672	384,377	15,341	116,348	$526,106	30,514	392	1,813	30,273	2,266	28,732	618,086
B.	SERVICES OPERATIONS MANAGER	1.00	BRSC	$19.23	1,872	36,000	1,846	19,050	56,926	4,355	56	259	3,954	0	3,217	68,667
B.	WATER OPERATIONS SUPERVISOR	1.00	INTL	$13.62	1,872	25,497	1,308	8,924	35,728	0	0	0	2,419	0	0	38,147
B.	WATER PURIFICATION SPEC.	2.00	TCN	$2.00	3,744	7,488	0	0	7,488	0	0	0	708	0	0	8,196
B.	WATER OPERATIONS FOREMAN	1.00	LN	$2.25	1,872	4,212	0	0	4,212	0	0	0	5	337	0	4,555
B.	WATER OPERATOR	6.00	LN	$1.83	11,232	18,274	0	0	18,274	0	0	0	27	1,462	0	19,763
	TOTALS	11.00			20,592	91,471	3,154	28,004	122,628	4,355	56	259	7,015	1,799	3,217	139,329
C.	CONST. MAINT. MANAGER	1.00	BRSC	$24.78	1,872	46,350	2,377	24,566	73,292	4,867	56	259	4,862	0	4,142	87,588
C.	SERVICES SUPERVISOR	1.00	BRSC	$16.83	1,872	31,500	1,615	16,695	49,810	3,810	56	259	3,372	0	2,815	60,123
C.	ELECTRICAL SUPERVISOR	1.00	INTL	$16.38	1,872	30,600	1,569	10,710	42,879	0	0	0	2,803	0	0	45,782
C.	CIVIL SUPERVISOR	1.00	INTL	$16.22	1,872	28,494	1,461	8,973	38,928	0	0	0	2,709	0	0	42,631
C.	SERVICES FOREMAN	3.00	TCN	$2.20	5,616	12,355	0	0	12,355	0	0	0	1,169	0	0	13,524
C.	CIVIL TRADESMAN	3.00	TCN	$2.00	5,616	11,232	0	0	11,232	0	0	0	1,063	0	0	12,295
C.	ELECTRICIAN	3.00	TCN	$2.00	5,616	11,232	0	0	11,232	0	0	0	1,063	0	0	12,295
C.	PLUMBER	3.00	TCN	$2.00	5,616	11,232	0	0	11,232	0	0	0	1,063	0	0	12,295
C.	FOREMAN	18.00	LN	$2.26	29,952	67,392	0	0	67,392	0	0	0	101	5,391	0	72,884
C.	FOREMAN, FIREFIGHTING	6.00	TCN	$2.20	11,232	24,710	0	0	24,710	0	0	0	2,338	0	0	27,048
C.	TRADESMEN	51.00	LN	$1.83	95,472	155,328	0	0	155,328	0	0	0	233	12,426	0	167,986
C.	ASSISTANTS	30.00	LN	$1.13	56,160	63,180	0	0	63,180	0	0	0	95	5,054	0	68,329
C.	LABORERS	307.00	LN	$0.76	574,704	431,028	0	0	431,028	0	0	0	647	34,482	0	466,157
	TOTALS	426.00			797,472	924,631	7,023	61,943	993,597	8,668	112	518	21,710	57,354	6,957	1,088,915

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CLIN		FTEs	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPLIFT	SUBT'L	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FRIG. BEN.	TOTAL LBR. & REL. COST
J.	TRUCK FOREMAN	3.00	TCN	$2.48	5,616	13,900	0	0	13,900	0	0	0	1,315	0	0	15,215
J.	SCHEDULER/DISPATCHER	1.00	TCN	$2.00	1,872	3,744	0	0	3,744	0	0	0	354	0	0	4,098
J.	DRIVER	12.00	TCN	$3.25	22,464	73,008	0	0	73,008	0	0	0	6,907	0	0	79,915
J.	FOREMAN	5.00	LN	$2.25	9,360	21,060	0	0	21,060	0	0	0	32	1,665	0	22,776
J.	CLERK	2.00	LN	$1.63	3,744	6,081	0	0	6,087	0	0	0	0	487	0	6,588
J.	SENIOR DRIVER	35.00	LN	$1.63	65,520	106,596	0	0	106,596	0	0	0	180	8,525	0	115,284
J.	DRIVER - GSL -21	35.00	LN	$1.13	65,520	73,710	0	0	73,710	0	0	0	111	5,897	0	79,717
	TOTALS	93.00			174,096	298,109	0	0	298,109	0	0	0	8,887	16,597	0	323,592
K.	AIRFIELD OPS MANAGER	1.00	BRSC	$13.62	1,872	25,497	1,308	13,513	40,318	3,084	58	258	2,730	0	2,278	48,725
K.	PASSENGER BOOKING SPEC.	1.00	TCN	$2.25	1,872	4,212	0	0	4,212	0	0	0	388	0	0	4,610
K.	PASSENGER SERVICES SPEC.	1.00	TCN	$2.25	1,872	4,212	0	0	4,212	0	0	0	388	0	0	4,610
K.	FOREMAN	1.00	LN	$2.25	1,872	4,212	0	0	4,212	0	0	0	6	337	0	4,555
K.	CLERK	4.00	LN	$1.63	7,488	12,192	0	0	12,192	0	0	0	18	975	0	13,175
K.	DRIVER - GSL -21	2.00	LN	$1.13	3,744	4,212	0	0	4,212	0	0	0	0	337	0	4,555
K.	LABORER	10.00	LN	$0.75	18,720	14,040	0	0	14,040	0	0	0	21	1,123	0	15,184
	TOTALS	20.00			37,440	68,167	1,308	13,513	83,358	3,084	58	258	3,678	2,772	2,278	95,416
L.	HORIZONTAL CONST. SUPV.	1.00	BRSC	$17.79	1,872	33,300	1,708	17,649	52,657	4,028	58	258	3,865	0	2,978	63,640
L.	ENGINEERING CREW FOREMAN	2.00	TCN	$2.30	3,744	8,237	0	0	8,237	0	0	0	778	0	0	9,015
L.	HEAVY EQUIP. OPER. - TCN	2.00	TCN	$2.00	3,744	7,488	0	0	7,488	0	0	0	708	0	0	8,196
L.	HEAVY EQUIP. OPER. - LN	6.00	LN	$1.63	11,232	18,274	0	0	18,274	0	0	0	27	1,462	0	19,763
	TOTALS	11.00			20,592	67,298	1,708	17,649	86,656	4,028	58	258	5,080	1,462	2,978	100,614
M.	ELECTRONIC EQUIP. REPAIRMAN	1.00	TCN	$2.00	1,872	3,744	0	0	3,744	0	0	0	354	0	0	4,098
M.	ASSIST. ELEC. EQUIP. REPAIRMAN	1.00	LN	$1.13	1,872	2,106	0	0	2,106	0	0	0	3	169	0	2,278
	TOTALS	2.00			3,744	5,850	0	0	5,850	0	0	0	357	168	0	6,376
N.	SECTOR COORDINATOR	3.00	BRSC	$16.83	5,616	94,500	4,848	50,085	149,431	5,881	58	258	10,114	0	8,444	174,265
N.	LOGISTICS SECTOR COORDINATOR	1.00	TCN	$2.00	1,872	3,744	0	0	3,744	0	0	0	354	0	0	4,098
N.	FOREMAN	3.00	LN	$2.25	5,616	12,636	0	0	12,636	0	0	0	15	632	0	13,287
N.	CLEANER	60.00	LN	$0.75	112,320	84,240	0	0	84,240	0	0	0	128	4,212	0	88,578
N.	GROUNDSMAN	8.00	LN	$0.75	11,232	8,424	0	0	8,424	0	0	0	13	421	0	8,858
N.	LABORER	30.00	LN	$0.75	56,160	42,120	0	0	42,120	0	0	0	63	2,106	0	44,289
	TOTALS	103.00			192,816	245,664	4,848	50,085	300,595	5,881	58	258	10,692	7,371	8,444	333,379

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CLIN		FTEs	LBR CAT.	HRLY RATE	PROD HRS	PROD LABOR	NON PROD LABOR	UPDIST	SUBTL	FICA	FUTA	SUTA	WORK COMP.	LOCAL SOC SEC	FRG. BEN.	[illegible]
GRAND TOTAL		874.00			1,638,128	2,967,384	36,987	323,807	2,948,068	68,610	728	3,367	165,489	112,519	58,604	3,281,175

NOTE: SOCIAL SECURITY TAXES FOR LN PERSONNEL ARE INCLUDED IN THE SOC SEC COLUMN.

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RFP# MIR6-200017/CF

BROWN & ROOT SERVICES CORPORATION (BRSC)

PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES TO UNAMIR

OTHER DIRECT COSTS (ODCs) CHARGED AS DIRECT TO THE CONTRACT SCHEDULE 3

PERIOD: SEPTEMBER 1, 1993 - MAY 31, 1996

ITEM	DESCRIPTION OF COST	# REQ'D	ODCs	TOTAL DIRECT
A				
	DEMOBILIZATION - INT'L PERSONNEL	1.00	2,500	2,500
	DEMOBILIZATION - TCN PERSONNEL	8.00	6,400	6,400
TOTAL A			8,900	8,900
B				
	DEMOBILIZATION - INT'L PERSONNEL	2.00	5,000	5,000
	R& R TRIP TO LONDON	2.00	5,026	5,026
	DEMOBILIZATION - TCN PERSONNEL	2.00	1,600	1,600
TOTAL B			11,626	11,626
C				
	DEMOBILIZATION - INT'L PERSONNEL	4.00	10,000	10,000
	R& R TRIP TO LONDON	4.00	10,052	10,052
	DEMOBILIZATION - TCN PERSONNEL	18.00	14,400	14,400
	FIRE FIGHTING PROTECTIVE CLOTHING $2,000 @ SET	4.00	8,000	8,000
TOTAL C			42,452	42,452
D				
	DEMOBILIZATION - INT'L PERSONNEL	0.00	0	0
	R& R TRIP TO LONDON	0.00	0	0
	DEMOBILIZATION - TCN PERSONNEL	2.00	1,600	1,600
TOTAL D			1,600	1,600
E				
	DEMOBILIZATION - INT'L PERSONNEL	1.00	2,500	2,500
	R& R TRIP TO LONDON	1.00	2,513	2,513
	DEMOBILIZATION - TCN PERSONNEL	3.00	2,400	2,400
TOTAL E			7,413	7,413
F				
	DEMOBILIZATION - INT'L PERSONNEL	3.00	7,500	7,500
	R& R TRIP TO LONDON	3.00	7,539	7,539
	DEMOBILIZATION - TCN PERSONNEL	12.00	9,600	9,600
TOTAL F			24,639	24,639
G				
	NOT USED		0	0
TOTAL G			0	0
H				
	DEMOBILIZATION - INT'L PERSONNEL	0.00	0	0
	R& R TRIP TO LONDON	0.00	0	0
	DEMOBILIZATION - TCN PERSONNEL	3.00	2,400	2,400
	MORTUARY SERVICE (COST FOR LOCAL SERVICE)		500	500
TOTAL H			2,900	2,900

BROWN & ROOT SERVICES CORPORATION (BRSC)

PROVISION OF LOGISTICS AND RELATED SUPPORT SERVICES TO ONANA

ITEM	DESCRIPTION OF COST			ODCs	TOTAL MGT FEE
A					
	SUSTAINMENT FOR PROJECT PERSONNEL				
	FOOD (INTERNATIONAL) $25 @ x 275 x 25 PERSONS		171,875		
	FOOD (TCNs) $12.50 @ x 275 x 80 PERSONS		275,000		
	TOTAL SUSTAINMENT FOR PROJECT PERSONNEL			446,875	446,875
	POSTAGE/EXPRESS MAIL	$1,500 @ MONTH		13,500	13,500
	COMMUNICATIONS	$8,550 @ MONTH		85,950	85,950
	CORPORATE CHARGES	$19,800 @ MONTH		178,200	178,200
	OFFICE SUPPLIES	$2,000 @ MONTH		18,000	18,000
	TRAVEL - ONE ROUND TRIP TO HOME OFFICE			4,486	4,486
	MONTHLY FACILITY RENTAL AND UTILITIES $2,700 @ MONTH			24,300	24,300
	R& R TRIP TO LONDON			57,600	57,600
TOTAL A				828,911	828,911
TOTALS				828,911	828,911

NOTE: COMMUNICATION COSTS ARE FOR PERSONAL CALLS FOR BRSC, SEII AND INTERNATIONAL PERSONNEL; PACKAGE SERVICES FOR PERSONNEL ABOVE; ETC.

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UN; Rwanda; MIR5-200017

pe	Limit	Recovery Basis
orkmen's Compensation cludes: Repatriation employers bility war risk)	$1,000,000 per employee	% Direct Labor
eneral Liability ncludes: General Liability, cess Liability, Auto Liability)	$20,000,000 per occurrence	% Direct Labor
ene l Liability der (Consequential Damages)	Unlimited	Lump Sum (Mgmt Cost)

Annex D.1

GENERAL RELEASE FROM LIABILITY IN CONNECTION WITH TRAVEL ON UN-PROVIDED AIRCRAFT

I, the undersigned, hereby recognize that my travel on the aircraft provided by the UN that is scheduled to depart from _____ for _____ on _____ 199_____ is solely for my own convenience and benefit for purposes of work-related duties or for emergency medical reasons and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

(a) Assume all risks and liabilities during such travel;

(b) Recognize, subject to the provisions of this release, that neither the United Nations nor any of its officials, employees or agents are responsible for any loss, damage, injury or death that may be sustained by me during such travel;

(c) Agree, for myself as well as for my dependents, heirs and estate, that, in any case of loss, damage, injury or death, the liability of the United Nations, if any, shall be limited and shall, as applicable, not exceed the lower of: (i) the amounts of the insurance coverage maintained for this purpose by the United Nations; (ii) the compensation payable to staff of the United Nations; or (iii) the limitations on the amounts recoverable by passengers under the provisions of the Warsaw Convention;

(d) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer or the carrier covering such loss, damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(c)", above, exceed the amounts recovered from such insurance.

_____ (Date)

_____ (Signature of passenger)

_____ (Witness)

_____ (Print name of passenger)

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Annex D.2

GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF
USE OF UN-PROVIDED TRANSPORT

I, the undersigned, hereby recognize that all my travel on UN-provided transport is solely for my own convenience and benefit for purposes of work-related duties or for emergency medical reasons, and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

(a) Assume all risks and liabilities during such travel;

(b) Recognize that neither the United Nations nor any of its officials, employees or agents are liable for any loss, damage, injury or death that may be sustained by me during such travel;

(c) Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;

(d) Agree, for myself as well as for my dependents, heirs and estate, that, in the event that the United Nations has insurance to cover personal injury or death, the liability of the United nations shall be limited and shall not exceed: the amounts of such insurance coverage; or in the case of loss, damage, injury or death during carriage by air, the limitations on the amounts recoverable by passengers under the provisions of the Warsaw Convention;

(e) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer or the carrier covering such loss damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(d)" above, exceed the amounts recovered from such insurance.

_____
Passenger

_____
Date

Annex D.3

GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF

PROVISION BY UN OF EMERGENCY MEDICAL CARE

I, the undersigned, hereby recognize that all emergency medical care that may be provided to me at UN medical facilities in _____ is solely for my own convenience and benefit for purposes of work-related duties or for emergency medical reasons, and may take place in areas or under conditions of special risk. In consideration of receiving such medical care, I hereby:

(a) Assume all risks and liabilities in connection with the provision of such medical care;

(b) Recognize that neither the United Nations nor any of its officials, employees or agents are liable for any loss, damage, injury or death that may be sustained by me during the provision of such medical care;

(c) Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;

(d) Agree, for myself as well as for my dependents, heirs and estate, that, in the event that the United Nations has insurance to cover personal injury or death, the liability of the United Nations shall be limited and shall not exceed the amounts of such insurance coverage;

(e) Further agree, for myself as well as for my dependents, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer covering such loss damage, injury or death, and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph "(d)" above, exceed the amounts recovered from such insurance.

_____
Patient

_____
Date