

Contract Number: SCT-13-0230

Registry of the
Specific Claims Tribunal
of Canada



Greffe du Tribunal des
revendications particulières
du Canada

SERVICE CONTRACT

Date: June 18, 2013

Total Contract Value not to Exceed: \$9,999.00 excluding HST.

This Contract is made between:

Her Majesty the Queen in right of Canada (referred to in the contract as "Her Majesty") represented by the Deputy Head of the Registry of the Specific Claims Tribunal of Canada, Raynald Chartrand (referred to in the contract as the "Deputy Head")

427 Laurier Avenue West, Suite 400
Ottawa, ON
K1R 7Y2 Canada
Tel. (613) 947-0740
raynald.chartrand@sct-trp.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

And

JL Logistics Inc.
Represented by Bernadette Raphael (referred to in the contract as the "Contractor")

520—65 Queen Street West
Toronto ON
M5H 2M5
Tel. (416) 368-7975
lrb@osmium.ca

The Deputy Head and the Contractor agree as follows:

1. Security Requirement

There is a security requirement associated with the requirement. The Contractor should obtain and provide proof of a security clearance of "Enhanced" by October 31, 2013. The Contractor should maintain that level for the duration of the contract.

Contract Number: SCT-13-0230

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

In all clauses and conditions identified in the Contract and in the General Conditions 2029 – Goods or Services (Low Dollar Value), all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Deputy Head of the Registry of the Specific Claims Tribunal. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Registry of the Specific Claims Tribunal of Canada.

3.1 General Conditions

2029 (2012-11-19) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4. Period of the Contract

The period of the Contract is from July 1, 2013 to June 30, 2014 inclusive.

Either party may terminate this contract with 30 days advance written notification. The two parties will seek agreement on a plan of action in order to ensure continuity of service, an appropriate allocation of any termination costs and a smooth transition to the new service provider or to a new contract arrangement.

5. Payment

5.1 Basis of Payment

For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive amounts set out hereafter:

- \$2,500.00 + HST on September 30, 2013
- \$2,500.00 + HST on December 31, 2013
- \$2,500.00 + HST on March 31, 2014
- \$2,500.00 + HST on June 30, 2014.

5.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.3 Payment Provisions

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. all such documents have been verified by Canada;
3. the Work delivered has been accepted by Canada.

Contract Number: SCT-13-0230

Canada will issue payment within 30 days in the form of a direct deposit into the Contractor's bank account. The Contractor is to provide a void cheque to the Deputy Head for the proper recording of banking information required for direct deposits.

6. Invoicing Instructions

The Contractor shall submit a quarterly invoice with all required receipts and/or supporting documentation, to the Deputy Head, quoting the Contract Number, the Contractors' HST Registration Number (if available), the legal name of the entity or individual, as applicable, (i.e. the name associated with the Business Number (BN)), as well as the address and the postal code.

Invoices cannot be submitted until all work identified in the invoice is completed.

7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8. Contacts

Contracting Authority at RSCT: Raynald Chartrand
Tel.: (613) 947-0740
Email: raynald.chartrand@sct-trp.ca

Technical Contact at RSCT: Todd Tyrie
Tel.: (613) 943-8078
Email: todd.tyrie@sct-trp.ca

Contact at JL Logistics Inc.: Louis R. Béliveau
Tel.: (416) 368-7975
Email: lrb@osmium.ca

9. Contracting with former public servants

Are you a former public servant (excluding former members of the Canadian Forces and of the RCMP) in receipt of a PSSA pension? Yes ☐ No ☒

If yes, this contract information will be disclosed in published proactive disclosure reports on the website of the Specific Claims Tribunal.

10. Signatures

Agreement and acceptance of the terms of the contract, including those in Appendix "A", are acknowledged by the signatures below:

For the Contractor B. Raphael Date 19 juin 2013
Bernadette Raphael

For Her Majesty [Signature] Date 21 juin 2013
Raynald Chartrand

Contract Number: SCT-13-0230

ANNEX A – Statement of Work

The Contractor will provide the following:

- 1) Online installation and remote hosting of NewGenLib, an integrated library management system that will provide for online cataloguing, monitoring of loans, and imports data in both English and French.
- 2) The services of a professional librarian who is familiar with the RSCT collection, available part time. The librarian will be available to catalogue documents, train personnel and handle reference queries.
- 3) Personalized IT support tailored to the needs of the RSCT: ILS (integrated library system) support and operation, conversion and importation of external data, and other services as required.
- 4) Importation, into NewGenLib, of bibliographical records from Library and Archives Canada or Library of Congress data.
- 5) Implementation of an emergency operating plan based on external data backups so as to restore information in case of a disaster or service interruption.
- 6) Installation of bar codes on each collection item, allowing for better copy cataloguing, user registration and loan automation. This would link up all library modules and improve effectiveness.
- 7) Implementation of inter-library loans, managed remotely.
- 8) Availability of a librarian on site 42 half-days a year to carry out the above tasks and meet the needs of the RSCT such as: research queries, bibliographies, selection and acquisition of items for the collection.
- 9) Telephone and e-mail support by a librarian and/or IT specialist during government business hours, for an additional total of 42 half-days per year. Support must be provided within one business day from the time the call/request is initiated.
- 10) Provision of a complete electronic copy of the catalogue in November 2013 and in June 2014.