

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Accommodations Sigonella, Sicily		
Solicitation No. - N° de l'invitation W0102-136957/A	Date 2013-01-22	
Client Reference No. - N° de référence du client W0102-136957		
GETS Reference No. - N° de référence de SEAG PW-\$\$LP-003-62018		
File No. - N° de dossier lp003.W0102-136957	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-01		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Tremblay, Jacynthe		Buyer Id - Id de l'acheteur lp003
Telephone No. - N° de téléphone (819) 934-0768 ()		FAX No. - N° de FAX (819) 956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE HGR 2 WSUP, 14 WING STN MAIN P.O.BOX 5000 GREENWOOD Nova Scotia B0P1N0 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travel Procurement Services Division/Division des services
d'approvisionnement en voyage
Place du Portage, Phase III, 7B3
Portage III 7B3
11, rue Laurier/11 Laurier St.
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

REQUEST FOR PROPOSAL

ACCOMMODATIONS IN SIGONELLA AREA, SICILY, ITALY (IT) FOR THE DEPARTMENT OF NATIONAL DEFENCE (DND)

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Statement of Work

405 Long Range Patrol (LRP) Squadron will participate to Exercise Proud Manta 2013 at the Naval Air Station (NAS) Sigonella, in Sicily, IT.

The Contractor will provide accommodations in single occupancy to 108 Canadian Forces (CF) personnel for a total of 18 nights starting 19 February to 9 March 2013. All accommodations are not required at the same time and may flex to increase or decrease as required.

Accommodations must be provided within a driving distance of twenty-five (25) kilometres of NAS Sigonella, but not located in downtown Catania due to traffic issues.

Accommodations must be provided for all individuals within each group specified in Annex A, Statement of Requirement. If there are no bidders able to accommodate all groups, multiple contracts will be awarded on a lowest bid basis.

The establishment must have a minimum of three (3) stars rating.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS**1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar day before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova-Scotia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper or A4 (297mm x 210 mm) paper
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) or A4 paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.

Payment by Credit Card :

Canada requests that bidders complete one of the following:

() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- () VISA
- () MasterCard
- () American Express

OR

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Bidders are required to comply with all the mandatory criteria below to be considered responsive, a bid must meet all of the mandatory requirements of this bid solicitation. Bidders that submit proposals that are determined to be non-responsive will receive no further consideration.

M.1 Accommodations must be provided within a driving distance of twenty-five (25) kilometres of NAS Sigonella, but not located in downtown Catania due to traffic issues.

Distances will be measured using Google Maps.

M.2 Accommodations must include all services required at Annex A - Statement of Requirement

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

- (a) Canadian-based bidders must submit firm prices, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
- (b) Foreign-based bidders must submit firm prices, applicable taxes excluded.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive.

Accommodations must be provided for all individuals within each group specified in Annex A, Statement of Requirement. If there are no bidders able to accommodate all groups, multiple contracts will be awarded on a lowest bid basis.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications,

the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must provide the services described at Annex A - Statement of Work.

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.

3.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from the date of Contract to March 11, 2013, inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jacynthe Tremblay
Supply Specialist
Public Works and Government Services Canada
Traffic Management Directorate
Travel Procurement Services Division - LP
11 Laurier Street, 6B3-37
Gatineau QC K1A 0S5

Telephone: (+01) 819-934-0768
Facsimile: (+01) 819-956-4944
E-mail address: jacynthe.tremblay@tpsgc-pwgsc.gc.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.

5.2 Project Authority

The Project Authority for the Contract is: ***To be inserted at the issuance of the Contract.***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

To be added at the award of the Contract

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex C, Basis of Payment, taxes extra if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Payment by credit card (will be updated at award)

The credit card _____ is accepted.

Or

The credit cards _____ and _____ are accepted.

6.4 Method of Payment - Single Payment

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

- a) 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;
- b) all such documents have been verified by Canada, and;
- c) the Work delivered has been accepted by Canada.

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.2 Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment:

To be inserted at the issuance of the Contract

b) One (1) copy must be forwarded to the Contracting Authority.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) annex A, Statement of Work;
- (e) annex C, Basis of Payment;
- (f) the Contractor's bid dated _____

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Renovations

The Contractor agrees to give 30 days notice of any construction or remodeling to be performed in the property, which might interfere with the participants' safety and/or comfort. In such case, Canada may terminate the contract at any time without liability or cancellation fees. If Canada elects to terminate this contract in accordance with this provision, the Contractor must, if requested by Canada, use its best effort to assist Canada in locating an alternate accommodation establishment with comparable facilities at a comparable price and to offset additional costs incurred by Canada in order that it can relocate.

Annex A

STATEMENT OF WORK

Accommodations – Exercise Proud Manta 2013 Sigonella, Sicily, Italy

1. Background

The 405 Long Range Patrol (LRP) Squadron will participate to Exercise Proud Manta 2013 at the Naval Air Station (NAS) Sigonella, in Sicily, IT.

2. Requirement

The Contractor will provide accommodation services in single occupancy to 108 CF personnel for a total of 18 nights starting 19 Feb to 9 Mar 2013. All accommodations are not required at the same time and may flex to increase or decrease as required.

2.2 Location

Accommodations must be provided within a driving distance of twenty-five (25) kilometres of NAS Sigonella, but not located in downtown Catania due to traffic issues.

The establishment must have a minimum of three (3) stars rating.

2.3 Required Services

The Contractor will provide CF personnel with the following services:

- a. Single occupancy rooms for 108 CF personnel;
- b. Bar size refrigerator;
- c. On site parking for 28 cars;
- d. Access to high speed internet, faxing/printing facilities, phones
- e. Hotel must be located in a safe and quiet environment to allow rest for shift-workers (higher floors preferred if available. No construction sites in or around the building.

3. Cancellation Policy

72 hours before check-in with a one night per room penalty.

4. Substitution of names

Substitution of names for room occupancy must be acceptable.

5. Increasing number of rooms

Increase in number of rooms up to 10% at the unit price stipulated in the contract acceptable, based on availability.

6. Safe, Clean and Comfortable

As a minimum, rates must be for the provision of safe, clean and comfortable accommodation.

7. Schedule and Deliverables

Check-In 2013	Check-Out 2013	Number of persons
19 Feb	9 March	8
21 Feb	7 March	27
19 Feb	7 March	10
21 Feb	7 March	13
21 Feb	7 March	17
21 Feb	7 March	15
21 Feb	7 March	14
22 Feb	27 Feb	4
	Total	108

Solicitation No. - N° de l'invitation

W0102-136957/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Ip003

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0102-136957

Ip003W0102-136957

ANNEX B

PROPERTY INFORMATION

1. Bidder Information

Name:	
Position/title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	

2. Property Information

Property name:	
Street address:	
City:	
Province/ State:	
Postal /Zip or Area Code:	
Direct phone number:	
Fax number:	
Toll free number:	
Reservation phone number:	
Reservation e-mail address:	
Website address:	

ANNEX C - BASIS OF PAYMENT

The Bidder must provide accommodation services in accordance with Annex A – Statement of Requirement at the following rates.

Basis of payment will be firm daily rate per accommodation, applicables taxes are extra.

Daily rate room single occupancy (RSO): _____.

The estimated numbers below are only for budgeting and evaluation purposes, the winning Bidder will know the actual room nights will be confirmed by Canada 72 hours prior to check-in.

Check-In 2013	Check-Out 2013	Number of persons	Estimated number of rooms	Estimated number of nights	Estimated Number of room nights (a)	Daily Rate (b)	Total Estimated Value (a x b)
19 Feb	9 Mar	8	8	18	144		
21 Feb	7 Mar	27	27	14	378		
19 Feb	7 Mar	10	10	16	160		
21 Feb	7 Mar	13	13	14	182		
21 Feb	7 Mar	17	17	14	238		
21 Feb	7 Mar	15	15	14	210		
21 Feb	7 Mar	14	14	14	196		
22 Feb	27 Feb	4	4	5	20		
Total estimated value :							

Indicate applicables taxes: _____

ANNEX D

INSURANCE REQUIREMENT

The Contractor must comply with the insurance requirements specified in this annex. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

SACC Manual clause G2001C (2008-05-12) - Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.