

**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 ACCOMODATIONS RIMPAC 2012	
Solicitation No. - N° de l'invitation W0133-12T003/C	Date 2012-05-23
Client Reference No. - N° de référence du client W0133-12T003	
GETS Reference No. - N° de référence de SEAG PW-\$\$LP-003-60532	
File No. - N° de dossier lp003.W0133-12T003	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-25	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" 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: Aurora RIMPAC Det Comd PO Box 1000 Stn Main Lazo BC V0R 2K0	

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Royal Canadian Air Force (RCAF) has a requirement for accommodation in Honolulu, Hawaii, USA in the most economical manner, it is the intention of the Government of Canada to solicit offers from accommodation properties in the form of daily rates for 24 June 2012 to 04 August 2012.

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 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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 one (1) 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 Quebec.

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 (one hard copy)

Section II: Financial Bid (one hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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;
- (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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 US currency in accordance with the Basis of Payment. The total amount of Occupancy Tax and State Tax must be shown separately, if applicable.

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

Technical requirements are described at Annex A;

A site visit will be conducted before contract award.

1.2 Financial Evaluation

The price of the bid will be evaluated in US dollars, the Occupancy Tax and State Tax excluded.

2. Basis of Selection

2.1 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet technical evaluation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

3. Security Requirement

There is no security requirement associated with the requirement.

4. Terms of Payment

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.

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-03-02), 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 date of Contract to 03 August 2012 inclusive. Rooms are required from 24 June 2012 to 03 August 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jacynthe Tremblay
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Services and Specialized Acquisitions Management Sector
11 Laurier Street, 6B3-37
Gatineau QC K1A 0S5
Telephone: 819-934-0768
Facsimile: 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

To be added at contract award

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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 Contract Award

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 "B". Hawaii General Excise Tax and Transient Accommodation Tax are extra, if applicable.

Towards the reservations of guest rooms, Canada will pay the following payments:

- (a) On a submission of an invoice by the Contractor immediately after the signature of the Contract: \$10,000.00, non-refundable, to be further applied to the cost of rooms booked;
- (b) On a submission of an invoice by the Contractor after 03 June 2012: cost of guest rooms, parking, free local phone calls and high speed internet for 29 guest rooms, Hawaii General Excise Tax and Transient Accommodation Tax are extra, if applicable; and
- (c) On a submission of an invoice by the Contractor after completion of the Requirement to cover the remaining balance, Hawaii General Excise Tax and Transient Accommodation Tax are extra, if applicable.

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

6.2 Advance Payment

Canada will pay the Contractor in advance for the Requirement 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.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and paragraph 6.1 Basis of Payment.

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 added at contract award

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Applicable Laws

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

9. 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 (2012-03-02), General Conditions - Services (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (d) the Contractor's bid dated _____

10. 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.

11. Safe, Clean and Comfortable

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

12. Laws and Policies at Contractor's Property

Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Contractor's rules and policies. Canada will be responsible for providing its disabled members with auxiliary aids in connection with any Canada events or activities. Upon Canada's reasonable request, the Contractor will cooperate with Canada to provide services on behalf of Canada's disabled attendees.

13. Cancellation

If Canada cancels this Contract, Canada will provide written notice to the Contractor, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

Canada cancels 14 days prior to group's arrival on 24 June 2012 (10 June 2012):

One (1) night cancellation fee per room

Canada cancels within 72 hours prior to group's arrival on 24 June 2012:

Two (2) night cancellation fee per room

Canada agrees that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by the Contractor and factor in Contractor's ability to mitigate its losses through resale.

14. Attrition

Canada will meet its minimum revenue requirements under this Contract if its Adjusted Minimum Guest Room Revenue commitment based on the following attrition allowance:

Adjusted Minimum Guest Room Revenue: 2,310 guest rooms X rate per room-night, Hawaii General Excise Tax and Transient Accommodation Tax are extra, if applicable

This attrition allowance does not apply if Canada cancels the Contract. If Canada does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of the Contractor's losses as follows:

Guest Room Attrition Damages equal: Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block minus "Resold" Room Revenue

Because it is impossible to accurately determine what guest rooms are resold and at what rate, "Resold" Room Revenue will equal Canada's average Rate for each day that guest rooms are resold times the number of resold guest rooms. Unused guest rooms in the Room Block will be considered "resold" rooms to the extent that the Contractor is able to sell more guest rooms than it could have sold if Canada had fully occupied its reserved block. For example, if Canada does not use 30 rooms in the Room Block for one day but only 10 rooms remain unsold in Hotel for that day, the Attrition Damages owed will be reduced by the average daily rate for that day times 20.

15. Insurance Requirements

- 15.1 The Contractor must comply with the insurance requirements specified in Annex D – Insurance Requirements. 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.

- 15.2 Canada will provide insurance coverage on a self insurance basis during the period of the Contract.

- 15.3 Canada will self-insure for its own property.

ANNEX A

REQUIREMENT

The Royal Canadian Air Force has a requirement for accommodation in Honolulu, Hawaii between 24 June 2012 and 04 August 2012. CP 140 Det Commander is seeking single occupancy accommodations for up to 110 people in Waikiki, Hawaii for RIMPAC 2012. Accommodations must meet the following requirements:

Accommodations must be located in a safe and quiet environment to allow rest for shift-workers.

Access to faxing/printing facilities must be available on-site.

On-site dining is preferred, but is not mandatory and will be part of a separate agreement with the participant.

Any other incidental services will be part of a separate agreement with the participant.

Hotel Standard:

The establishment must have, as a minimum, a Star rating of three and a half (3.5) or an American Automobile Association (AAA) Diamond rating of three (3). (i) Star Ratings. The star rating system must be from a recognized travel organization such as Travelocity or Expedia and uses common grading criteria and evaluation techniques to establish a uniform method of comparing establishments from 0 to 5 stars. (ii) American Automobile Association (AAA) Diamond Ratings. The American Automobile Association uses grading criteria to establish a uniform method of comparing establishments from 0 to 5 diamonds.

Guest Rooms for Squadron 407:

A block of rooms totaling 3,301 room nights for all participants is estimated to be required from Sunday 24 June 2012 to Saturday, 04 August 2012. The following is an estimated breakdown requirement of the guest rooms required.

	Sun 06/24	Mon 06/25	Tue 06/26	Wed 06/27	Thu 06/28	Fri 06/29	Sat 06/30	Sun 07/01	Mon 07/02	Tue 07/03	Wed 07/04	Thu 07/05	Fri 07/06	Sat 07/07
City Side	5	5	9	9	9	9	9	9	9	37	37	71	105	110
	Sun 07/08	Mon 07/09	Tue 07/10	Wed 07/11	Thu 07/12	Fri 07/13	Sat 07/14	Sun 07/15	Mon 07/16	Tue 07/17	Wed 07/18	Thu 07/19	Fri 07/20	Sat 07/21
City Side	110	110	110	110	110	110	110	110	110	110	110	110	110	110
	Sun 07/22	Mon 07/23	Tue 07/24	Wed 07/25	Thu 07/26	Fri 07/27	Sat 07/28	Sun 07/29	Mon 07/30	Tue 07/31	Wed 08/01	Thu 08/02	Fri 08/03	Sat 08/04
City Side	110	110	110	110	110	110	110	110	110	110	110	76	42	Depart

Canada guarantees a minimum of 2,310 room-nights from Sunday, 24 June 2012 to Saturday, 04 August 2012.

- a) Rates: Rates for Guest rooms must be **in single occupancy**.
- b) Establishment Capacity: The provision of accommodations must be in one facility. The facility may be different from the other squadrons.
- c) Parking: Parking must be available on-site for up to 29 vehicles.
- d) Internet and Local Phone Calls: High speed internet access and unlimited local calling must be available in 29 guest rooms.
- e) Reservations: Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than 48 hours prior to arrival, 22 June 2012. All reservations made by rooming list will be guaranteed for arrival.

ANNEX B**BASIS OF PAYMENT**

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

Single occupancy: _____

Basis of payment will be firm daily rate per room-night, US dollars, taxes not included.

Rates for parking, internet access and unlimited local phone calls per day, per room to be indicated separately: _____

The estimated numbers below are only for budgeting and evaluation purposes.

For Squadron 407

From Sunday, 24 June 2012 to Saturday, 04 August 2012	Quantity	Daily Rate	Total before taxes
Room nights single occupancy	3,301		
Parking, internet access & unlimited local phone calls	29 x number of days to be confirmed by DND		
Total estimated value in USD:			

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

lp003

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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ANNEX C

PROPERTY INFORMATION

1. Bidder Information

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

2. Hotel Information

Hotel name:	
Street address:	
City:	
State:	
Zip code:	
Hotel direct phone number:	
Hotel fax number:	
Toll free number:	
Reservation phone number:	
Reservation e-mail address:	
Website address:	

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 acknowledgement of receipt.

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.