

**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**

<b>Title - Sujet</b> HOTEL SERVICE IN SCOTLAND UK	
<b>Solicitation No. - N° de l'invitation</b> W0133-13T016/B	<b>Date</b> 2013-03-27
<b>Client Reference No. - N° de référence du client</b> W0133-13T016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LP-003-62499	
<b>File No. - N° de dossier</b> lp003.W0133-13T016	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-02</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Jacynthe	<b>Buyer Id - Id de l'acheteur</b> lp003
<b>Telephone No. - N° de téléphone</b> (819) 934-0768 ( )	<b>FAX No. - N° de FAX</b> (819) 956-4944
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG 171 19 WING COMOX W SUPPLY COMOX British Columbia V0R2K0 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

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

## **REQUEST FOR PROPOSAL**

### **ACCOMMODATIONS IN LOSSIEMOUTH AREA, SCOTLAND, UK 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**

Canadian CP-140/P3 Detachment Commander is seeking single occupancy accommodations for 26 people in or around Lossiemouth, Scotland, UK for Exercise Joint Warrior 2013.

Accommodations are needed from 9 April - 29 April 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 sixty (60) kilometers of RAF Lossiemouth, located at Lossiemouth, Moray IV31 6SD, United Kingdom.

**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.

**Bid Receiving Unit Fax number is : 11-819-997-9776**

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### 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 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 ( 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
- (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) (<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) 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 sixty (60) kilometers of RAF Lossiemouth, located at Lossiemouth, Moray IV31 6SD, United Kingdom.

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.

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

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## **1. Mandatory Certifications Required Precedent to Contract Award**

### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

## **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 2013-04-29, 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: 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

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, applicable taxes extra.

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;
- 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 with an A.M. Best rating no less than A-. 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 REQUIREMENT

### Accommodations – Exercise Joint Warrior 2013 in Scotland, UK

#### 1. Requirement

Canadian CP-140/P3 Detachment Commander is seeking single occupancy accommodations for 26 people in or around Lossiemouth, Scotland, UK for Exercise Joint Warrior 2013.

Accommodations are needed from 9 April - 29 April 2013, all accommodations are not required at the same time and may flex to increase or decrease as required.

#### 1.2 Location

Accommodations must be provided within a driving distance of sixty (60) kilometers of RAF Lossiemouth, located at Lossiemouth, Moray IV31 6SD, United Kingdom.

#### 1.3 Required Mandatory Services

The Contractor will provide CF personnel with the following services:

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

Parking must be available on-site and included in rates.

#### 1.4 Non-mandatory Services

High speed internet available;

Access to faxing/printing facilities available on-site.

Self-service laundry facilities available on-site.

#### 2. Rooms needed as follows:

5 rooms	9 - 29 April
9 rooms	10 - 26 April
9 rooms	11 - 26 April
3 rooms	12 - 26 April

#### 3. Cancellation Policy

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

#### 4. Increasing number of rooms

Able to provide a flex period of +/- 3 nights, based on property availability, to be decided at the discretion of the detachment commander resident on-site, **to be provided at contract award.**

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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 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:	

**Note: Procurement Business Number (PBN) for Canadians Bidders only**

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Internet site at: <http://contractscanada.gc.ca>

For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### 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 48 hours prior to check-in.

**Bidders must offered rooms as per availability in accordance to Basis of Selection;** if there are no bidders able to accommodate all groups, multiple contracts will be awarded..

Check-In 2013	Check-Out 2013	Estimated number of rooms	Estimated number of nights	Estimated Number of room nights (a)	Daily Rate (b)	Total Estimated Value (a x b)
9 April	29 April	5	20	100		
10 April	26 April	9	16	144		
11 April	26 April	9	15	135		
12 April	26 April	3	14	42		
Total estimated value :						

**Indicate applicables taxes:** \_\_\_\_\_

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## 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.

#### 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.

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(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.

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.