



Pembroke and Area Airport

**Negotiated Request for Proposal (NRFP)  
Strategic Plan and Business Cases**

**Closing Date and Time: November 7, 2016 at 3:00pm**

**Issue Date: October 11, 2016**

**No Contract "A":** The Pembroke & Area Airport ("Airport") does not intend this NRFP to constitute an offer of any kind and no Contract 'A' shall arise between the Airport and any Proponent as the result of the submission of a Proposal in response to it. Proponents should be fully aware that while this Negotiated Request for Proposals is intended to assist the Airport in identifying qualified consultants, the Airport is under no obligation whatsoever to any Proponent. Contractual obligations will arise, if at all, only when a written agreement for the Project is concluded.

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**NRFP Pembroke & Area Airport**  
**Strategic Plan and Business Case**

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**CRITICAL DATES**

<b>Activity</b>	<b>Critical Date</b>
Publication date	October 11, 2016
Closing date to submit questions	October 31, 2016
Closing date and time to submit proposal	November 7, 2016 at 3:00pm EST
Start of Contract	December 5, 2016

**DEFINITIONS**

The following definitions apply to the interpretation of this Request for Proposal Document:

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to the Proposal Documents.
2. “Airport” means the Pembroke & Area Airport, located at 176 Len Hopkins Drive, RR#6, Pembroke, Ontario K8A 6W7
3. “Closing Date and Time” means the date and time specified in Section A, Instructions, Terms & Conditions, by which all Proposal submissions shall be received and date and time stamped by the Airport staff.
4. “Commission” or “PAAC” consists of members of the municipalities.
5. “Commission Representative(s)” includes Airport employees, board members, agents of the Commission and third-party consultants.
6. “Contract” means the written agreement resulting from this Request for Proposal executed by the Commission and the successful Proponent.
7. “Contracting Authority” means is the authority for the management of the NRFP process and any changes to the NRFP and NRFP process.
8. “Council” means the elected Council for the municipalities.

9. “Documents” means collectively all of the documents comprising the Negotiated Request for Proposal, namely Sections A to B, inclusive.
10. “Executive” means the Executive of the Pembroke & Area Airport Commission.
11. “Must”, “Shall” or “Will” mean a requirement that must be met in order for a proposal to receive consideration.
12. “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this “Request for Proposal”.
13. “NRFP” means Negotiated Request for Proposal.
14. “Selection Committee” shall consist of representatives from the Commission, the members of the Airport, and Commission Representative(s).
15. “Should” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.
16. “Sub-contractor” means a person or entity having a direct contract with the Proponent to perform a part of parts of the Work.
17. “Municipal” or “Municipals” or “Municipality” or “Municipalities” mean the members that own the Pembroke & Area Airport, consisting of representatives from City of Pembroke (x2), Town of Petawawa (x2), Town of Deep River (x1), Town of Laurentian Hills (x1), Township of Laurentian Valley (x1), and Township of Whitewater Region (x1).
18. “Work” means the deliverables that is the subject of this RFP.
19. “YTA” means the Pembroke & Area Airport.

## **SECTION A – INSTRUCTIONS, TERMS & CONDITIONS**

### **1. OVERVIEW**

In 2014, the Pembroke and Area Airport, hereinafter referred to as the “Airport” engaged the services of Loomex Group to develop an Economic Impact and Infrastructure Review for the Pembroke and Area Airport.

This report resulted in the following recommendations for the next steps that the Airport Commission (“Commission”) should take:

- Strategic Plan
- Airport Master Plan
- Airport Business Plan
- Airport Marketing Plan

The Commission is inviting proposals from interested qualified individuals or companies for the development of:

- 1.** strategic plan: outline the vision, direction and roles for the Airport in promoting economic growth, development, and connectivity in the community as part of a broader multimodal transportation network that will satisfy air transportation demand for short-term (1-2 years), medium term (3-10 years) and long-term (11-20 years).
- 2.** Business case(s): to achieve a concerted, committed and political effort from all the members backed by an active involvement at the County level to meet the strategic plan.

The Commission is looking to enter into an agreement with a Proponent with the necessary skills, expertise and experience to develop a strategic plan and supporting business case(s). The goal of the Commission is to award a contract in November 2016. Time is of the essence and the Commission requires a Strategic Plan to be presented to the Airport members in early 2017 and Business Cases in March/April 2017.

The Strategic Plan will provide the Airport with the guidelines for future projects at the Airport. This NRFP is for the preparation of the Strategic Plan and Business Case(s) only, and does not obligate the Airport for any future work related to airport improvement projects.

The Commission reserves the right to delete, alter, or expand all or part of the Work outlined in Schedule B – Terms of Reference prior to award of a contract.

All proposals must be received in sealed envelopes no later than **3:00pm EST on Monday, November 7, 2016**, identifying the Proponent's name, and CLEARLY marked "NRFP Pembroke & Area Airport Strategic Plan and Business Cases" with the same forwarded to:

Jennifer Robitaille  
Contracting Authority  
Pembroke and Area Airport  
176 Len Hopkins Drive, RR#6  
Pembroke, Ontario  
K8A 6W7

## **2. ENQUIRIES/ADDENDA**

Questions are to be submitted in writing no later than seven (7) calendar days prior to the Closing Date.

All inquiries concerning this NRFP shall be in writing only, and directed by email to:

Jennifer Robitaille, Contracting Authority  
Email: [jennifer@dock24.ca](mailto:jennifer@dock24.ca)

The Commission shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of addenda that will be incorporated into and become part of the NRFP.

No oral conversation will affect or modify the terms of this NRFP or may not be relied upon by the Proponent.

The Contracting Authority reserves the right to issue addenda at any time prior to 72 hours of the closing date and time, excluding weekends and holidays. It is the Proponent's responsibility to ensure that they have received all addenda before submitting their proposal.

## **3. CLOSING DATE AND TIME**

Proposals for NRFP Pembroke & Area Airport Strategic Plan and Business Case ("NRFP") will be received until **3:00pm EST, Monday, November 7, 2016**.

It is the intention of the Commission to report to the Executive on **November 18, 2016** with a recommendation of award. The Agreement shall come into effect on **December 5, 2016**.

#### **4. PROPOSAL SUBMISSION**

- 4.1** Each Proponents is required to submit eight (8) copies of their Proposal in a sealed package to:

Jennifer Robitaille  
Contracting Authority  
Pembroke and Area Airport  
176 Len Hopkins Drive, RR#6  
Pembroke, Ontario, K8A 6W7

The package should be clearly marked NRFP Pembroke & Area Airport Strategic Plan and Business Case, include the Proponents Name and return address.

- 4.2** Receipt of proposals will be confirmed by the Airport time clock, located in the Airport Office at the above address only. No other time clock will be considered valid.

- 4.3** The Proposal submission must be delivered on or before the closing data and time listed in paragraph 3. Closing Date and Time, of this NRFP.

Proposals received after 3:00:00 p.m. or later will be deemed to be late and rejected.

- 4.4** The Commission and its agent(s) is/are not responsible for proposals received or time stamped after the stated closing time, and will not consider any such Proposal. Additional time should be allocated for mailing / courier submission. Pembroke & Area Airport is not on a direct courier or mailing route.

- 4.5** Rejected proposals will be returned unopened to the Proponent, if a return address is submitted on the outside envelope.

- 4.6** The Proponent must assume full responsibility for delivery and deposit of the completed Proposal. The Commission accepts no responsibility for any loss or delay with respect to Proposals that are delivered to any location other than that specified.

- 4.7** The onus remains solely the responsibility of the Proponent to instruct couriers/delivery personnel to deliver submissions to the exact location

specified. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

- 4.8** The Commission will not accept facsimile or e-mailed copies of proposals.
- 4.9** Proposals will NOT be publicly opened. Proponents will be advised of the results after an evaluation of all proposals has been completed and a successful Proponent has been determined. .
- 4.10** Proposals should address all items in Section B – Terms of Reference.
- 4.11** Care should be exercised in reading this Negotiated Request for Proposal document, as failure to comply with the Instructions, Terms & Conditions, and Terms of Reference in your proposal submission may disqualify your submission.
- 4.12** Each proposal is to be properly signed by an authorized official or principal who has authority to bind the company.
- 4.13** The Commission reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law.

## **5. FEES**

All pricing offered is to be in Canadian funds and shall be for the complete cost of all services as itemized in this NRFP, including any licenses, fees, permits, applicable duties, brokerage, and any other taxes or levies imposed by any governments or government authority. Harmonized Sales Tax (HST) shall be extra to quoted pricing.

## **6. SATISFACTION OF PROPONENT**

The submission of a proposal shall be deemed proof that the Proponent has satisfied himself/herself as to all the provisions of this NRFP, and no claims will be entertained by the Commission based on the assertion by the Proponent that he/she was uninformed as to any of the provisions or conditions intended to be covered by the NRFP.

## 7. PROPOSAL WITHDRAWAL AND ACCEPTANCE PERIOD

A Proposal may be withdrawn at the Airport Office, located at Pembroke and Area Airport, 176 Len Hopkins Drive, RR#6, Pembroke, Ontario K8A 6W7, at any time by a request in writing signed by the Proponent prior to closing date and time. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this NRFP.

## 8. CLAIMS OR LITIGATION

No Proposal will be accepted from any Proponent, inclusive of its sub-contractors(s), which has a claim or has instituted a legal proceeding or has threatened to claim or institute a legal proceeding against the Commission or the Commission Representative(s) or against whom the Commission has a claim or has instituted a legal proceeding with respect to any previous contract, without the Commission's approval in their sole and unfettered discretion. This applies whether the legal proceeding is related or unrelated to the subject matter of this Proposal.

## 9. PROPONENT'S EMPLOYEES

The Proponent is solely responsible for all aspects of employment and labour relations in connection with its workforce. The Proponent is the employer of its workforce and such employees are not employees or agents of the Airport and/or the Commission and/or the Commission Representatives. All such employees shall be under the direct management and sole supervision of the Proponent.

## 10. INSURANCE

**10.1** The Proponent shall take out and keep in force during the term of the contract a Comprehensive Policy of Public Liability and Property Damage insurance acceptable to the Commission providing at least five million dollars (\$5,000,000.00) exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policies shall name the Airport as an additional insured there under and shall protect the Airport against all claims for all damage or injury including death to any person or persons and for damage to any property of the Airport or any other public or private property resulting from, or arising out of, any act by his servants or agents during the execution of the contract and the Proponent shall forward certified copies of the policies or certificates thereof to the Chairperson of the Commission ("COC").

**10.2** Proof of the above insurance shall be provided to the COC prior to

commencement of the work.

- 10.3** The above insurance policy shall contain an endorsement to provide the Named Insured and Additional Insured with 30 days prior written notice of cancellation in whole or in part. The Airport shall be names as additional insured.

## **11. INDEMNIFICATION**

The successful Proponent shall indemnify and save harmless the Airport and its employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Airport, its employees, officers or agents may suffer as a result of the negligence or breach of contract of the Consultant, its employees, officers or agents in the performance of this agreement. The Proponent agrees that the foregoing indemnify shall survive the termination of this agreement.

## **12. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)**

- 12.1** The successful Proponent shall at the time of entering into any contract with the Commission, furnish to the COC a satisfactory clearance from W.S.I.B. stating that all assessment or compensation payable to the W.S.I.B. has been paid. The successful Proponent further agrees to maintain that good standing throughout the contract period, and the Commission may, at any time during the performance of the work or upon the completion of such contract, require the Proponent to proof of continual satisfactory clearance.
- 12.2** In the event that the successful Proponent is exempt, proof of exemption shall be provided prior to start of contract.

## **13. COMPLIANCE WITH LAWS AND LICENSING**

The successful Proponent will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

## **14. OWNERSHIP AND CONFIDENTIALITY OF AIRPORT PROVIDED DATA**

- 14.1** All correspondence, documentation and information provided by Commission Representative to any Proponent or prospective Proponent

in connection with, or arising out of this NRFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the Airport;
- b) must be treated by Proponents and prospective Proponents as confidential;
- c) must not be used for any purpose other than for replying to this NRFP, and for fulfillment of any related subsequent Agreement

**14.2** The Commission, nor the Commission Representative(s), will not disclose or share one Proponent's response to this NRFP with other Proponents or other organizations.

## **15. CONFLICT OF INTEREST**

**15.1** In its Proposal, the Proponent must disclose to the Commission any potential conflict of interest that might compromise the performance of the Services. If such conflict of interest does exist, the Commission may, at its discretion, refuse to consider the Proposal.

**15.2** The Proponent must also disclose whether it is aware of any Commission, the Commission Representative(s) and its employees, Council member board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the Commission may, at its discretion, refuse to consider the Proposal or withhold the awarding to the Successful Proponent until the matter is resolved to the Commission's sole satisfaction.

**15.3** The Proponent declares that this proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a proposal for the same requirement and is in all respects fair and without collusion or fraud.

## **16. REGULATION COMPLIANCE AND LEGISLATION**

The successful Proponent shall ensure all services and products provided in respect to this contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- Occupational Health and Safety Act and its regulations;
- Workplace Safety & Insurance Act and its regulations;
- Provincial Offences Act and its regulations;

- Transportation Canada legislation.

## 17. PROPOSAL SUBMISSION REQUIREMENTS

Proposals should include the following information as a **minimum**; however, any additional proposed services will be considered as part of the proposed agreement with the successful Proponent. These additional proposed services should include any projected costs.

The Proposal should address and provide information on each of the following:

### 17.1 Pricing Schedule

Total pricing must include all costs for the development of a Strategic Plan for the Pembroke & Area Airport and the Business Cases. Pricing schedule should closely align with project schedule and milestones identified by the Proponent in its proposal.

### 17.2 Proposal Format

Proposals should conform to the instructions given regarding proposal preparation and submission as outlined herein. The following format and sequence should be followed in order to provide consistency in Proponent responses and to ensure your proposal receives full consideration. All pages should be consecutively numbered.

- **Title Page**, showing Negotiated Request for Proposal title and Proponent's name.
- **Table of Contents**, including page numbers.
- **Brief Summary** (one or two pages) of the key features of the proposal.
- **Detailed Proposal** containing a comprehensive response to all requirements as contained in this NRFP document, including a lump sum cost to provide the services.

### 17.3 Mandatory Criteria

The following are mandatory requirements. Proposals not including these mandatory requirements may receive no further consideration during the evaluation process.

- Compliant response per the requirements of 17.2 above (Proposed Format).
- Provide company information and background (i.e. where their business is located, number of years their company has been in the business of developing strategic plans for airports and associated business cases or related services).
- Provide a minimum of two (2) references related to the services required herein. Each reference should include a description of

the work performed, and a contact name and telephone number and email of the individual/organization.

- List of all staff and/or sub-contractors, if any, to be utilized during the provision of services, and their education, relevant experience and qualifications.
- Lump sum cost to provide the services as detailed herein.

## 18. DISQUALIFICATION OF PROPOSALS

**18.1** More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will **not** be considered.

**18.2** Proposals that do not comply with the NRFP instructions or requirements as provided herein may be disqualified.

## 19. EVALUATION AND SELECTION

**19.1** All Proposals will be evaluated by the Selection Committee through a review and analysis process defined by the Commission. The Commission will select the Proposal which in its opinion meets the Airport's requirements under this NRFP and provides the best overall value to the Airport and its members, but the Proposal selected, if any, will not necessarily be the one offering the lowest cost. Pricing is one of the components in determining the total score and best value.

Price may not be the determining factor for award. The Commission may negotiate a final offer with the preferred Proponent.

By responding to this NRFP, Proponents will be deemed to have agreed that the decision of the Commission will be final and binding.

The Selection committee will review the proposals against the mandatory criteria. Proposals not meeting all mandatory criteria may be rejected without further consideration. Proposals that meet all the mandatory criteria will be assessed and scored against the Evaluation Criteria.

**19.2** Evaluation of the Proposal will be based on the following criteria:

(See Section B – Terms of Reference, for a detailed description of the requirements for the above stated Criteria.)

**19.3 Evaluation Criteria and Process**

Proponents must demonstrate in their Proposal that they have a clear understanding of this Request for Proposal. Proponents need to articulate their intentions, expectations, and indicate how they will fulfill the requirements of this NRFP.

Each Proponent will be informed of the results of the evaluation once a decision has been made. The successful Proposal will be used to negotiate a final contract, and will become an integral part of that contract. The Commission reserves the right to require additional terms and conditions in any final contract to be negotiated with the successful Proponent.

The Commission is looking for a Proposal offering the best overall value. The Proposals will be evaluated based on selection criteria such as understanding of the project requirements, work methodology, team experience, qualifications, schedule and costs. The lowest cost submission or any Proposal may not necessarily be accepted.

Score: Legend:

- 0 – did not provide any evidence or no evidence was observed during evaluation
- 1 – Evidence was not sufficiently substantiated.
- 3 – Met expectations
- 5 – Exceeded expectations

<b>CRITERIA</b>	<b>Weight</b>	<b>Maximum Score</b>
<b>TECHNICAL PROPOSAL:</b>		
<b>COMPLETENESS OF SUBMISSION &amp; OVERALL IMPRESSION:</b> Evaluation of the overall layout of proposal and ease of understanding; level of compliance to the requirements and specifications of the NRFP.	10%	5

<p><b>QUALIFICATIONS &amp; EXPERIENCE:</b></p> <p>Evaluation of the Proponent, staff, sub-contractors qualifications and past experience in providing similar services. Identification of person or individuals to be assigned to this project, including an affiliate or sub-consultant(s) and a statement of their responsibilities, experience and expected level of effort.</p> <p>Resumes for assigned individuals, should as a minimum, include a brief description of the individual's education, work experience and list of projects similar in scope and nature of this NRFP, including start and end dates for the project(s).</p> <p>Statement of previous experience for key personnel assigned to this project should include:</p> <ul style="list-style-type: none"> <li><b>a) experience in leading strategic planning initiatives (number of years in a leadership role supported by resume)</b> <ul style="list-style-type: none"> <li>1 point : &lt;5 years experience</li> <li>3 points: &gt;5 years but &lt;10 years experience</li> <li>5 points: &gt;10 years experience</li> </ul> </li> <li><b>b) experience in airport planning (number of years' experience supported by resume)</b> <ul style="list-style-type: none"> <li>1 point : &lt;5 years experience</li> <li>3 points: &gt;5 years but &lt;10 years experience</li> <li>5 points: &gt;10 years experience</li> </ul> </li> <li><b>c) experience in developing business case(s)/advocacy (number of years' experience supported by resume)</b> <ul style="list-style-type: none"> <li>1 point : &lt;3 years experience</li> <li>3 points: &gt;3 years but &lt;5 years experience</li> <li>5 points: &gt;5 years experience</li> </ul> </li> <li><b>d) experience in developing and managing a project plan</b> <ul style="list-style-type: none"> <li>1 point : &lt;5 years experience</li> <li>3 points: &gt;5 years but &lt;10 years experience</li> <li>5 points: &gt;10years experience</li> </ul> </li> </ul>	<p>20%</p>	<p>20</p>
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<p><b>COMPREHENSIVE SERVICE PLAN TO DEVELOP A STRATEGIC PLAN:</b></p> <p>a) A description of the methodology to be used in developing a Strategic Plan</p> <ul style="list-style-type: none"> <li>i) List each major task (task critical to meeting the objective of the project) and sub-task (supportive task to the major task) (maximum score of 5)</li> <li>ii) Identify key personnel resource assigned to the task and sub-tasks and their associated role and responsibility (maximum score of 5).</li> <li>iii) Level of effort of key personnel resource assigned to the task (maximum score of 5)</li> <li>iv) Defined deliverable (if any) for each task and sub-task (maximum score of 5).</li> <li>v) Start and end date for each task and sub-task (maximum score of 5)</li> </ul> <p>b) A description of the approach that will be used in working with the existing stakeholder group</p> <ul style="list-style-type: none"> <li>i) Level of effort of stakeholder group for each task and sub-task and their role and responsibility.(maximum score of 5)</li> <li>ii) Identification of project manager and their role and responsibility on this portion of the project (maximum of 5 points)</li> </ul>	<p>25%</p>	<p>35</p>
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**NRFP Pembroke & Area Airport**  
**Strategic Plan and Business Case**

<p><b>COMPREHENSIVE SERVICE PLAN TO DEVELOP A BUSINESS CASE(S):</b></p> <p>A description of the methodology to be used in developing a Business Case(s)</p> <ul style="list-style-type: none"> <li>a) A description of how the business case(s) will be identified, developed and presented to achieve the outcome of the strategic plan (maximum of 25 points)</li> <li>b) approach that will be used in working with the existing stakeholder group to achieve buy-in on the business case(s) (maximum of 10 points)</li> <li>c) Identification of project manager and their role and responsibility on this portion of the project (maximum of 5 points) (maximum of 5 points)</li> </ul>	20%	40
<p><b>Total Technical Proposal Score</b></p>	75%	100
<b>Financial Proposal</b>		
<p><b>COST OF CONTRACT:</b>  Evaluation of the fixed pricing received.</p> <p>Formula: <math>(\text{Lowest price} / \text{Proponents price}) * 20 = \text{score}</math></p>	20%	
<p><b>VALUE ADDED SERVICES:</b>  Proponents are invited to include in their submissions any value added benefits for the Airport and may propose any added services to the requirements of this NRFP.</p>	5%	
<p><b>REFERENCES:</b> References provided may be contacted in order to verify satisfactory performance.</p> <p>Contact information for two references for whom similar work has been conducted (name, position, organization, telephone, and email address)</p>	Pass/Fail	Pass/Fail

**19.4** The following requirements are optional, but will contribute to the Proponent's overall suitability to perform the project.

- Demonstrate superior communication skills based on written submissions.
- Management of budget for a strategic planning effort exceeding \$25,000 (number of projects supported by resume).
- Strong team building skills supported by references.
- Strong negotiation / consensus building skills supported by references.
- Ability to start planning process within 1 month.
- Airport management experience supported by resume.

## **20. INTERVIEWS**

Proponent(s) may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm, and finalize the score and select the Successful Proponent.

A representative(s) of a Proponent who is invited to an interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of the NRFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in the Agreement.

No Proponent will be entitled to be present during or otherwise receive, any information regarding any interview with any other Proponent.

The Selection Committee may interview any Proponent(s) without interviewing others, and the Commission will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

## **21. NEGOTIATIONS**

**21.1** The Commission shall have the right to negotiate on such matters as it chooses with the Preferred Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Commission shall incur no liability to any other Proponent as a result of such negotiation of alternative arrangements.

**21.2** During negotiations, the Services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Commission may be settled and the issues concerning implementation may be clarified.

- 21.3** The Commission reserves the right to stop all negotiations and select the second ranked Proponent, or select no Proponent, in the event that the Commission has determined after 30 days that negotiations with the first ranked Proponent is not successful.

## **22. PROPOSAL ACCEPTANCE**

- 22.1** This NRFP is not a contract offer.
- 22.2** This NRFP does not create an employment relationship. Individuals performing services required by the contract are not employees of the Airport or its members.
- 22.3** A contract is only awarded on acceptance by the Commission and its members following evaluation of the proposals submitted.
- 22.4** The Commission reserves the right to reject any or all proposals, including without limitation the lowest proposal, to re-issue the NRFP or to award the NRFP to any Proponent at its sole discretion despite any provisions of the NRFP. Further, if only one proposal is received, the Commission reserves the right to reject it.
- 22.5** The Commission reserves the right to contract with a Proponent for reasons other than price.

Failure to answer any question in this NRFP may subject the proposal to disqualification. Failure to meet all requirements will not necessarily subject a proposal to disqualification.

- 22.6** Subsequent to the submissions of proposals, the Commission, in its sole and unfettered discretion, reserves the right to communicate with one or more Proponents to seek additional clarification on any aspect of the Proposal, perform reference checks as required to verify the information provided and obtain additional performance information, or conduct interviews with some of the Proponents, but there will be no obligation to receive further information, whether written or oral from any Proponent.
- 22.7** Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Commission, if any.

## **23. ENTIRE AGREEMENT**

- 23.1** The contract with the successful Proponent shall consist of:
- 23.1.1 The executed Agreement
  - 23.1.2 Addenda to the Request for Proposal
  - 23.1.3 Negotiated Request for Proposal document
  - 23.1.4 The Proponent's proposal and any subsequent negotiated changes
- 23.2** These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.
- 23.3** The successful proposal shall become an integral part of the contract. It shall not, however, be considered the total binding obligation for the contract. Any and all proposal conditions may be included at the discretion of the Commission as part of the final negotiated and approved Agreement.
- 23.4** The Commission reserves the right to include additional terms and conditions during the process of contract negotiations. These terms and conditions shall be within the scope of the original NRFP document and contract documents and shall be limited to cost, clarification, definition and administrative and legal requirements.

## **24. PAYMENT**

- 24.1** Payment for well and truly performing the work shall be defined as listed under each Scope of Work outlined in Section B - Terms of Reference.

## **25. MODIFICATIONS TO CONTRACT**

Any modifications to the contract between the successful Proponent and the Commission shall be in writing, signed by the Commission and the Proponent, or it shall have no effect and shall be void.

## **26. DISPUTE RESOLUTION**

- 26.1** In the event of any dispute or claim arising between the Commission and the successful Proponent as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. If the dispute or claim cannot be

resolved through negotiation to the satisfaction of both parties, then the Commission and the Proponent shall have the right at any time to submit the particular matter to arbitration in accordance with Arbitrations Act, 1991, S.O. 1991 (Ontario). The third-party arbitrator shall be agreeable to both parties and any arbitration award rendered as a result of such arbitration shall be final and binding upon the Commission and the Proponent.

**26.2** All costs associated with the arbitration shall be shared equally by the Commission and the Proponent.

## **27. SEVERABILITY**

In the event that any provision of the awarded contract shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.

## **28. ASSIGNMENT OF CONTRACT**

An awarded contract shall not be assigned, sub-contracted or let out in whole or in part, without the prior written consent of the Commission.

## **29. CONDUCT OF PROPONENT'S EMPLOYEES**

The Commission reserves the right to demand the removal or any successful Proponent's employees or contracted staff engaged in the contract if, in the Commission's opinion, their conduct has been of an unacceptable nature.

## **30. MONIES DUE TO THE AIRPORT**

All monies payable to the Airport under the contract may be retained out of any monies due or which may become due from the Airport to the Proponent under this or any other contract with the Airport, or otherwise howsoever, or may be recovered from the Proponent or his surety in a court of competent jurisdiction as a debt due to the Airport and the Commission and its members shall have full power to withhold any estimate or payment if circumstances arise which may indicate to them the advisability of so doing though the sum to be retained may be unascertained.

### **31. DEFAULT**

- 31.1** If, at any time during the term of this contract, the Proponent fails to provide services as outlined in this NRFP and in accordance with related legislation, this contract may be terminated by the Commission.
- 31.2** Upon any default of the successful Proponent, the Commission may notify the Proponent in writing that they are in default of their contractual obligations and instruct them to correct the default within ten (10) days immediately after receipt of such notice. If the Proponent fails to correct the default to the satisfaction of the Commission within ten (10) days, the Commission may terminate the contract.
- 31.3** Upon termination for default, payment will be withheld at the discretion of the Commission.

The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Airport in re-procuring and completing the work.

### **32. BANKRUPTCY AND CANCELLATION**

If the Proponent becomes bankrupt or commits any act of insolvency or attempts to assign or otherwise dispose of this contract, or any part thereof, except as herein provided or should the work under this contract or any portion thereof be abandoned by the Proponent, the Commission may terminate the contract.

### **33. NOTICES**

Any notice to be given to the Proponent during the contract may be given by registered letter addressed to the Proponent and any such notice shall be deemed to be given in case of mailing at the time of mailing of such notice or in case of delivering at the time of delivery. Notice to the Airport shall be given to the Chairperson of the Commission, Pembroke & Area Airport, 176 Len Hopkins Drive, RR#6, Pembroke, Ontario K8A 6W7.

### **34. TERMINATION**

The Commission or the Proponent may terminate the contract, in whole or in part, by giving to the other party sixty (60) days' notice, in writing, by registered mail. The Commission and its members and the Commission Representatives shall not be liable for any cost for such notice beyond the regular amount payable for the notice period.

## **SECTION B – TERMS OF REFERENCE**

### **1. BACKGROUND**

The Pembroke & Area Airport is requesting proposal from qualified consultants to prepare an Airport Strategic Plan and Business Case(s) for the Commission.

### **2. PEMBROKE & AREA AIRPORT PROFILE**

The Pembroke & Area Airport (formerly Brown's Airfield) was established in 1954 and was owned and operated as a private aerodrome until 1968 when it was purchased by 11 municipalities and operating through financial subsidies from Transport Canada.

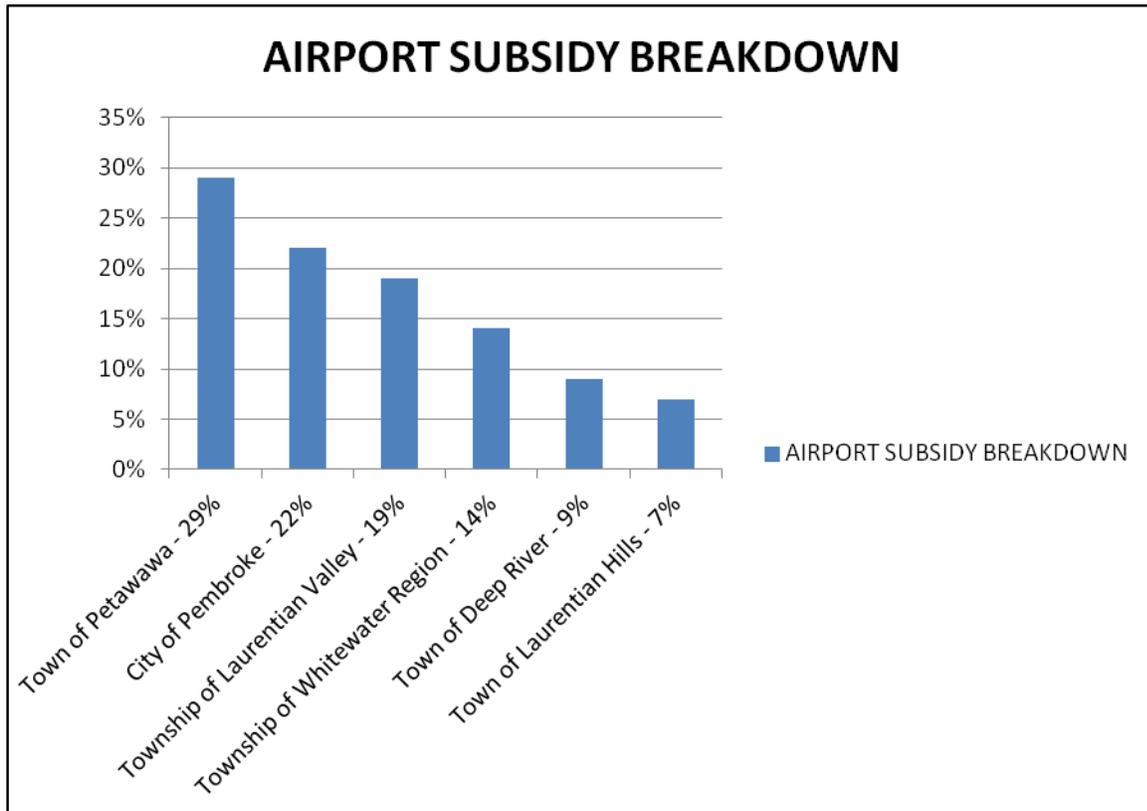
In 1994, the federal government began the process of divesting airports under the *National Airports Policy*. The main objective of this policy was to enable these entities to have the ability to fully develop and utilize the potential of their airports in a way that reflected their socio-economic development objectives in a cost effective manner.

On April 10, 1996, Transport Canada ceased financial assistance in the Pembroke & Area Airport (YTA). At this time, the Pembroke & Area Airport Commission ("Commission") was created and granted independent powers under the Ontario provincial legislation through the Pembroke & Area Airport Act (herein referred to as "the Act"). Initially, 11 municipalities were owners of the Airport, and through amalgamation, this number was reduced to six (6) municipalities. PAAC consists of eight voting members from six municipalities and one non-voting member from Garrison Petawawa.

- City of Pembroke: 2 members
- Town of Petawawa: 2 members
- Town of Deep River: 1 member
- Town of Laurentian Hills: 1 member
- Township of Laurentian Valley: 1 member
- Township of Whitewater Region: 1 member
- Garrison Petawawa: 1 member

The Commission is responsible for the strategic management and development of the Airport, while the Airport Manager conducts the day-to-day operations and maintenance of the facilities with the support of two personnel. The contribution by the municipalities for the funding of the Airport is based on an annual levy assessment.

Figure 1: Municipal Contributions (in 2014)



### 3. COUNTY PROFILE

Renfrew County is the largest county by landmass in Ontario, covering a land area of approximately 7,400 square kilometers incorporating 17 municipalities, the City of Pembroke and the Algonquins of Pikwakanagan (Golden Lake 39) Indian Reserve. Located in Eastern Ontario, the County is nestled between the national historical Algonquin Provincial Park to the west and the Ottawa River to the east. The area is renowned for its wilderness, pristine waterways and scenic views<sup>1</sup>.

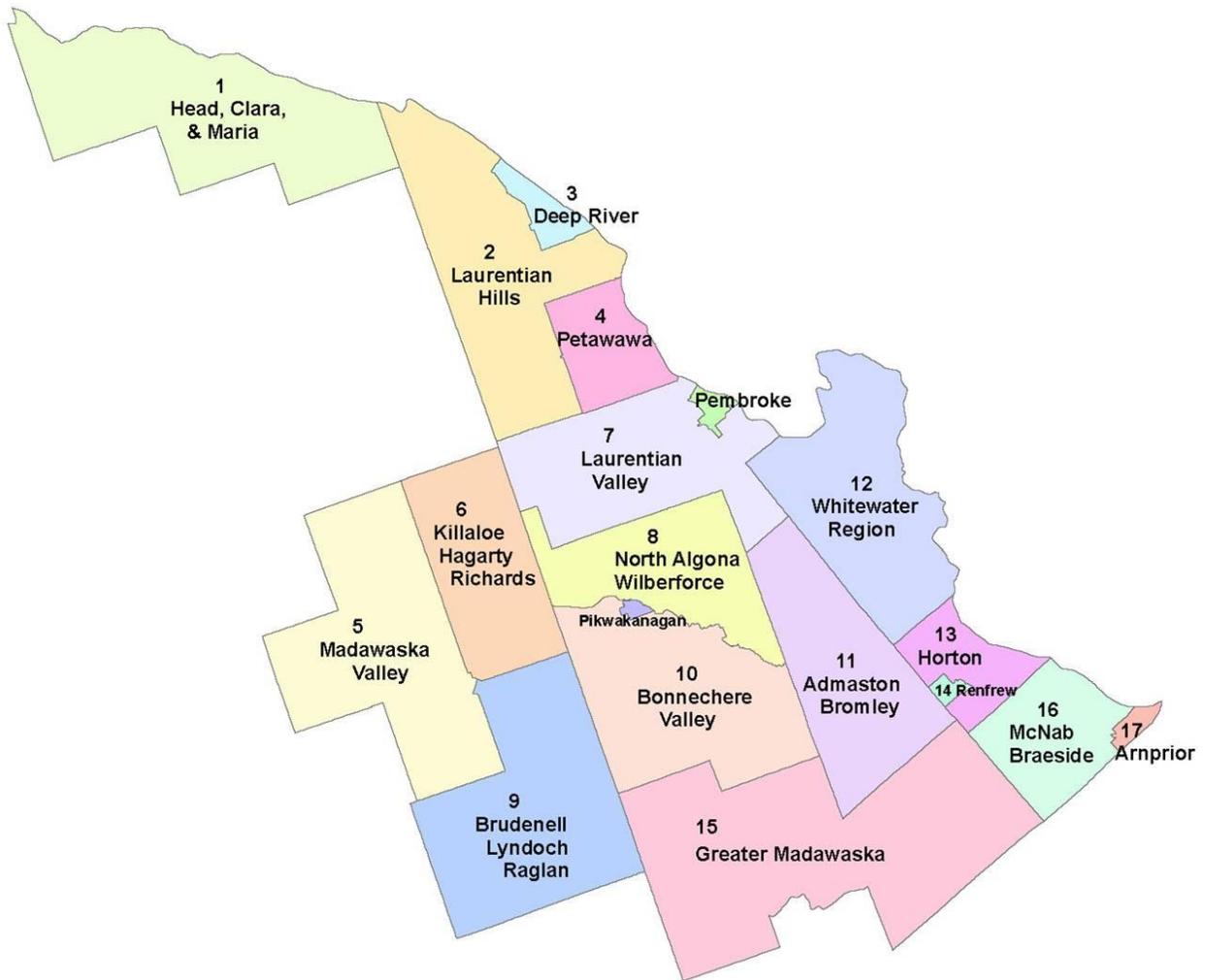
Renfrew County has a population of approximately 101,325, a 3.9% increase from the 2006 census with a median age of 43.9 years, marginally higher than the provincial

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<sup>1</sup> County of Renfrew Website

and national averages (Statistics Canada, 2012). The population of the county is projected to grown to 115,488 representing a 9.1% increase over the next decade<sup>2</sup>.

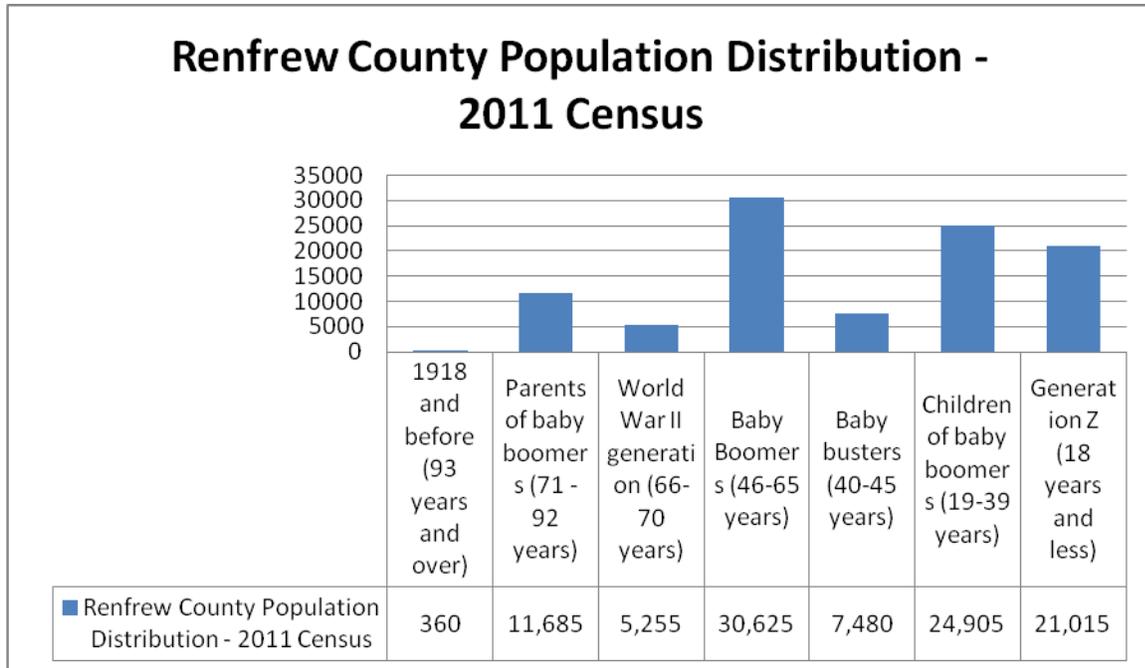
Figure 2: Map of Renfrew County<sup>3</sup>



<sup>2</sup> Source: Ottawa Valley Economic Development – Renfrew County CFDC Demographics projections 2014 through 2024.

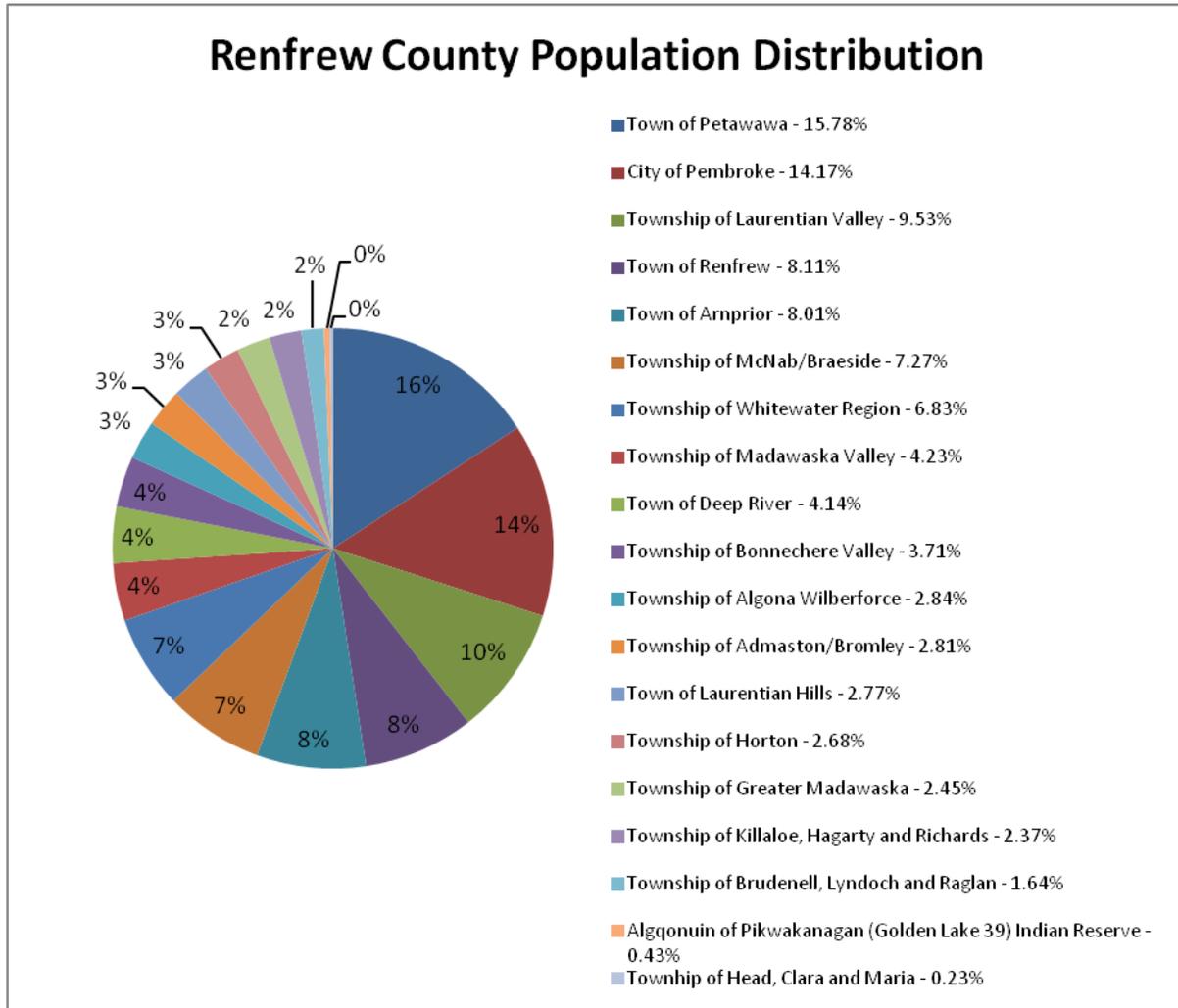
<sup>3</sup> Source: <http://arnprior.ca/live/maps/>

Figure 3: Population Distribution<sup>4</sup>



<sup>4</sup> Source: Statistics Canada, census 2011

Figure 4: Renfrew County Population Distribution



The labour force of the county is employed in a wide variety of industries ranging from manufacturing, construction, and agri-business to tourism and public administration. The top employers are Garrison Petawawa, Canadian Nuclear Laboratories (CNL), Renfrew County District School Board and the County of Renfrew.

Between June 2013 and June 2014, the total number of employers in Renfrew County grew by 4.0% due to the small business sector. The region has 63.4% labour

participation rate with an average income of \$41,059. The jobs market is projected to grow by 2.9% through to 2020<sup>5</sup>.

## **4. AIRPORT**

### **4.1 Location**

The Airport is strategically located just 5 km from the town centre of Petawawa and Garrison Petawawa, or 90 minutes west of Ottawa. Its location is in close proximity to restaurants, accommodations and attractions in the region. The Airport has full terminal facilities.

The airport has a 5,000-foot x 100-foot asphalt runway as well as a full-length paved taxiway and full service terminal building with ramp for parking. It is capable of accommodating regional commuter aircraft and business jets. The Airport is the last transient point to Northern Ontario, its proximity to the largest military base in Canada, and the availability of abundant land, are the Airport's greatest asset. The availability of over 300 acres of available land provides an excellent opportunity to attract investment opportunities that would promote the Airport and foster both aviation/aerospace growth and non-aviation related business developments in Renfrew County.

The Airport is the only certified airport between Carp and North Bay. It currently handles approximately 4,300 aircraft movements per year with 75% of traffic classified as civil movement and 25% military traffic. The Airport supports a range of activities from military operations to med vac services, law enforcement activities and general aviation traffic.

The Pembroke and Area Airport is a member in good standing of the following organizations:

- Canadian Owners and Pilots Association (COPA)
- Upper Ottawa Valley Chamber of Commerce (UOVCC)
- Airport Management Council of Ontario (AMCO)

### **4.2 Services**

The Airport offers a variety of services including:

- Aircraft Maintenance Engineer (AME)
  - Pratt and Whitney, Telydyne Continental and Lycoming engine maintenance.
  - Rotax authorized 912 / 914 (IRMT) services.

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<sup>5</sup> Source: Loomex Report on Economic Impact and Infrastructure Review for the Pembroke and Area Airport 2014

- Sheet metal and fabric repairs.
  - Aircraft salvage and restoration.
  - STC's and Modifications.
  - Engine replacements.
  - Top overhauls.
  - Component replacement.
  - Hose fabrication.
  - Interior refurbishing.
  - Window and windshield replacement.
  - Canadian Aviation Regulatory requirements.
  - Maintenance schedule preparations.
  - Aircraft importations.
  - Aircraft weight and balance report preparation.
  - Aircraft dis-assembly / transport / reassembly.
  - Dynamic propeller balancing
- 
- Tie-downs with hydro
  - Heated hangar
  - 28 volt Ground power unit
  - 100LL, JetA1, MoGas, and oil
  - Deicing
  - Catering
  - Taxi service
  - Car rental
  - Aircraft grooming
  - Aircraft Maintenance
  - Terminal Building and Boardroom Rental
  - Airport Golf Academy and Driving Range
  - Valley Paintball
  - Leased lots for hangar development
  - Local flying clubs:
    - .1 Allumette Flying Club
    - .2 Bonnechere Soaring Club
    - .3 Algonquin Aeromodellers

## **5. CONTEXT**

The main objectives of this NRFP are meant to:

- a) Provide a roadmap that will guide the Commission in the future development of the Airport. To facilitate appropriate decision making, each project proposed by the Strategic Plan must have approximate costs identified as well as any dependencies on other projects or external factors.

- b) The final report shall provide strong business case for the different stakeholders to invest in the Pembroke & Area Airport .
- c) Develop an advocacy strategy tailored to the 6 municipalities and Garrison Petawawa in the region to persuade them of the business case for investing in the Pembroke & Area Airport. This should include detailed advocacy tools and messages for the different stakeholders.

## **6. SCOPE**

It is a comprehensive study that will identify facility needs and evaluate alternatives to provide guidance for the future development of the Airport in the short (0-5 year), medium (6-10 year) and long (11-20 year) terms. The information identified in the Strategic Plan will also ensure the continued operation of a safe, efficient and environmentally compatible airport. The Strategic Plan will recommend capital improvements over this period taking into consideration the dynamic nature of the aviation industry.

The Strategic Plan will also identify opportunities for laying the foundation for future development of the Airport to become more competitive and identify ways to attract more businesses and increase revenue immediately and in the long-term so it can remain viable for many years.

## **7. STRATEGIC PLAN GUIDING PRINCIPLES**

To ensure that the project remains on course and achieves its key objectives, the Strategic Plan will establish a set of guiding principles. These guiding principals will take the following factors into consideration:

1. The recommended development plan should give priority to safety and security, followed by financial feasibility, operational efficiency, environmental prudence, quality of life and social responsibility; the plan should be beneficial to all users of the Airport and the community as a whole, and the positive customer experience must be maintained or enhanced.
2. It should identify its value as an airport to the various groups who are regular users of the facility (i.e Air Ambulance, SARS, forest fighting air support, Ministry of Natural Resources, Garrison Petawawa, recreational pilots, cargo air, etc).
3. Airport development plans should preserve flexibility to permit changes to the plan as industry and local conditions warrant.
4. The planning effort will seek to foster consensus among key stakeholders, including Airport users and its 6 members and Garrison Petawawa.
5. The Strategic Plan will employ a focused involvement program to inform interested parties of the Airport's positive community impacts as well as future plans.

6. The master planning process shall emphasize cost effective solutions and shall consider the total cost of implementation when evaluating alternatives. This should include considerations for ways to increase revenue for investing and maintaining current and future infrastructure.
7. Planning for future facilities will consider the role of emerging technologies and industry trends that could affect the requirements for future facilities.
8. The Strategic Plan process shall identify potential synergies between the future development of adjacent land uses and the development of the rest of the Airport.
9. The Strategic Planning process will include a thorough evaluation of the various options and models for airport governance ranging from, but not limited to, to continued municipal ownership and management to divestiture and third party management.

## **8. The Strategic Plan**

The Pembroke & Area Airport Commission agreed to the following scope of the work to be undertaken to create the Strategic Plan:

1. Produce a draft vision for the Airport based on the statement made by the stakeholders at the initial stakeholder meeting (to be scheduled in late December 2016/early January 2017), and take into account any physical constraints at the Airport.
2. Ratify the vision statement with stakeholders.
3. Conduct a situational analysis of the current Airport including physical and economic attributes towards the Airport. This portion of the work will be developed in conjunction with the report presented in the Loomex Group Economic Impact and Infrastructure Review and the Pembroke & Area Airport, published in 2014.
4. Produce a future view of the Airport that will address the vision created in the steps above.
5. Produce a list of required and optional projects required to achieve the future viewed in the steps listed above. The list of projects should be prioritized, recognize any dependencies and each project should have approximate costs attached to aid decision makers in addressing each project.
6. Explore and comment on revenue options and potential cost recovery mechanisms for the Airport.
7. Participate with the Steering Committee in securing approval of the Strategic Plan from each member of the Commission. This includes development of business case(s) for each priority. This will include a detailed advocacy script and messages for the different stakeholders.

## **9. Business Case(s)**

The business case study will involve a desk review. A consulting firm will be selected to provide technical leadership and direction in evidence gathering and analysis, as well as reporting. The consulting firm is expected to use the Strategic Plan and secondary data as part of their analysis. This analysis will include a review of existing documentation, examining policy and strategic documents, economic reviews, reports and related reviews/assessments conducted by the members, and users of the facility, etc.

## **10. CONSTRAINTS**

The following constraints have been placed on the Terms of Reference by the Commission and its members:

The airport development must take place within the current airport area; land acquisition is not contemplated.

Runway realignment, although possible within the land area, is not anticipated due to the significant cost versus perceived profit.

## **11. STAKEHOLDERS**

A group of stakeholders have already been identified. This group and any appropriate other stakeholders should be used as the advisory group as the creation of the Strategic Plan moves forward.

Because this Airport is partially funded by levies from the 6 member municipalities, the general population should be informed and engaged as appropriate in the creation and review of this plan. This may involve creation of some communications products such as news articles related to the project.

## **12. PROJECT GOVERNANCE**

For the purpose of this project:

- The Airport Commission is the project owner and is responsible for the funding and approval.

- The Airport Advisory Committee is the project steering committee and is responsible for the overall cost and quality control of the project Work.
- Some administrative assistance can be acquired from the members' staff at the request of the Steering Committee.

### **13. REPORTING**

For the purpose of this project, the Consultant will provide weekly scheduled on-going updates to the Chairperson of the Commission. These weekly written reports are to be submitted on the Thursday of every week, detailing the status of the project, which may include, but not limited to, work scheduled to be completed that week, work actually completed, work delayed, and work to be rescheduled, with a explanation as to how further delays will be mitigated. This report can be in Word or Excel format.

Stakeholder Report: these reports are based on deliverables outlined in the Proponent's Proposal as well as this NRFP document. The reports will be presented orally, and in person, at scheduled meeting with the Stakeholder Committee, as well as a fully documented written report. An electronic version, in pdf format, shall be submitted 2 days in advance of the scheduled meeting to the Chairperson of the Commission.

### **14. DELIVERABLES**

<b>Deliverables</b>	<b>Description</b>
Kickoff Meeting	Outline roles and responsibilities of all stakeholders and consultant team members. Finalize schedule and deliverables.
Vision Statement	Outline the vision for the Airport. This includes input from Stakeholders, Loomex Report, members of the Airport and the Executive of the Commission. A draft of the vision statement is to be provided within 3 weeks, and final revision and acceptance 2 weeks after.

**NRFP Pembroke & Area Airport**  
**Strategic Plan and Business Case**

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<b>Deliverables</b>	<b>Description</b>
Strategic Plan	Strategic Plan for short term (1-2 years), medium term (3-10 years), and long term (11-20 years). A draft Strategic Plan is to be presented to the Commission 4 weeks after finalizing the Vision Statement and the final revision and acceptance of the Strategic Plan is 4 weeks afterwards.
Inception Report (including 2 rounds of revisions)	Based on inception phase activities the report will present a refined scope, a detailed outlined of the business case design and methodology, and the proposed structure of the final report. A first draft will be shared with the Airport Commission and, based upon the comments received; the Consultant will revise the draft. The revised draft will be shared with the Airport Commission for feedback. The Consultant firm will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final inception report.
Draft Business Case report	A draft Business Case report will be submitted, making the economic case for investing in the Pembroke & Area Airport, mapping the gaps, highlighting the findings, and proposing clear interventions for the Airport to reach its full economic potentials and identifying the key stakeholders to carry out these interventions.
Advocacy Strategy	Development of an advocacy strategy linked to the individual members and to Garrison Petawawa to persuade them of the business case for further development of the Airport.
Final business case report and PowerPoint Presentation (PPT)	<p>The final report will include a concise Executive Summary and annexes detailing the methodological approach and any analytical products developed during the course of the study.</p> <p>The final report shall be defensible, with supporting factual documentation that provides clear quantifiable solutions with clear outcomes.</p> <p>PowerPoint Presentation of the business case, detailing the main findings of the study and proposed campaign strategy</p>

The payments will be completed after receipt of invoice as well as receipt and acceptance of the product/s. The schedule of payments is as follows:

<b>Deliverable</b>	<b>Payment condition</b>
Kick off Meeting	15% of the total contracted after receipt and acceptance of invoice.
Strategic Plan	30% of the total contracted after receipt and acceptance of invoice.
Advocacy Strategy	30% of the total contracted after receipt of acceptance of the deliverable.
Final Business Case report and PowerPoint Presentation (PPT)	25% of the total contracted after receipt of invoice and acceptance of the deliverable.

## **15. PERSONNEL QUALIFICATIONS**

All team members of the consulting firm should have strong background in analyzing airport and developing strategic plans. The combined expertise of the team should include extensive experience in developing strategic plans for mid-to-small airports.

Resumes of assigned key resources should include, as a minimum, a brief overview of the personnel's education, experience and list of projects similar in nature and scope with start and end dates listed.

**SECTION C – SIGNING SHEET**

I/WE ACKNOWLEDGE AND HAVE CAREFULLY EXAMINED THE INSTRUCTIONS, TERMS & CONDITIONS, AND TERMS OF REFERENCE STATED IN THIS PROPOSAL, AND OFFER TO COMPLETE A CONTRACT IN ACCORDANCE WITH SAME, SHOULD I/WE BE THE SUCCESSFUL PROPONENT IN THIS NEGOTIATED REQUEST FOR PROPOSAL.

**Signer must have authority to bind the company.**

Signed, and delivered at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2016.  
Township/Town Month

Proponent/Legal Company Name \_\_\_\_\_

Address \_\_\_\_\_  
# Street Municipality Province Postal Code

Signature of \_\_\_\_\_ Name \_\_\_\_\_  
(Authorized official or principal who has authority to bind the company)

Print or Type

Title \_\_\_\_\_ Email \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

**I/We, agree that we have received addenda \_\_\_to\_\_\_ inclusive, and the Proposal Pricing includes provisions set out in such addenda.**