REQUEST FOR PROPOSAL FOR

Airport Feasibility Study

SECTION 1: Instructions to Firms

1.1 Submissions Being Solicited in Fair and Open Process

The Township of Wantage (Township) is soliciting submissions from qualified professionals who are experienced in airport management and airport sustainability to determine the value and feasibility of public purchase and operation of the now-privately held Sussex Airport in Wantage Township, New Jersey. The study would evaluate alternatives for continuing airport operations under Township ownership and would explore opportunities to expand and rehabilitate the current facilities and services to ensure the airport’s viability and sustainability.

Each Respondent agrees to comply with all terms and conditions provided for in the two attached documents titled Grant Application and Grant Agreement. Section 3: Narrative Description of Project of the Grant Application lists 7 elements describing the scope of work for the project. These elements are:

1. Conditions Analysis  
2. Market Analysis  
3. Management/Ownership alternatives Analysis  
4. Alternative Facility Development and Services Analysis  
5. Economic Impact Analysis  
6. Financial Feasibility Analysis  
7. Summary and Recommendations

The Township is soliciting submissions under this Request for Proposals (“RFP”) in a fair and open process pursuant to N.J.S. 19:44A-20.4 et seq. and pursuant to the terms and conditions outlined in the attached document titled State of New Jersey Department of Transportation Division of Aeronautics Airport Safety Improvement Aid 100% Planning Grant Agreement (“Grant Agreement”). As stated in the Grant Agreement the amount of the grant is $150,000 and is not to exceed $150,000.

Written submissions responding to the requirements contained in this RFP should be submitted to the following address:

Township of Wantage  
888 Route 23  
Wantage, New Jersey 07461  
Attn: James R. Doherty, Administrator
To be considered, one (1) original, five (5) paper copies and one (1) electronic copy of your proposal must be received by the Township no later than 10:00 a.m. prevailing time on March 4, 2009. All submissions received by the Township by 10:00 a.m. on March 4, 2009 will be publicly opened by the Township at its offices at the above address at 10:00 a.m. on March 4, 2009. Award of contract shall be made publicly by resolution of the Mayor and Committee of the Township of Wantage at a subsequent meeting.

The preparation of an RFP response shall be at the expense of the respondent. The Township will not reimburse firms for any costs associated with the preparation or submittal of any response.

By responding to this RFP, respondent acknowledges and consents to the conditions set forth herein relative to the submission, review and consideration of your response.

1.2 Contact Information/Pre Respondents Conference

It is the responsibility of the respondent to inquire about clarification of any aspect of the RFP that is not understood. Questions for clarification should be addressed in writing to:

Mr. James Doherty, Administrator
Wantage Township
888 Route 23
Wantage, New Jersey  07461
(973) 875-7192

The deadline for questions and inquiries is 4:00 pm on Tuesday, February 24, 2009. Every request for such a consideration shall be made in writing to the Township Administrator. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the proposal. No verbal statement regarding the proposal by any persons previous to the award of the proposal will be authoritative. Any explanation desired by any Respondent must be requested in writing. If a reply is made, it will be communicated to all Respondents who have indicated their intention to submit a proposal.

A Pre Respondent’s Conference will be held at 2:00 pm on Friday, February 27, 2009, in the Meeting Room of the Wantage Township Municipal Building, 888 Route 23, Wantage, New Jersey.

1.3 Proposal Format

Responses should cover all information requested in Section 3 of this RFP and comply with the attached Grant Agreement from the State of New Jersey and Section 3: Narrative Description of Project of the Attached “Grant Application”. Your response must be placed in a sealed envelope and clearly labeled with the title “Proposal to Provide Airport Feasibility Study” and the firm’s name and business address. Each proposal must be accompanied by a letter of transmittal not exceeding two pages. The letter must include the full legal name and business address of the firm.
The Specifications state the Minimum Requirements of the Township. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Township may consider as "Irregular" or "Non-Responsive" any proposal not prepared and submitted in accordance with the RFP documents and specifications, or any proposal lacking sufficient technical literature to enable the Township to make a reasonable determination of compliance with the specification.

It shall be the respondent’s responsibility to carefully examine each item of the specifications. All variances, exceptions and or deviations shall be fully described in the appropriate section. Deceit, misrepresentation, or failure to disclose a fact or information necessary for the Township to make an informed judgment in responding to the specification will be cause for rejection.

Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

All prices shall be in both words and figures. Signature shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure, may be rejected. In case of any discrepancy between the words and figures the written words shall be considered as being the correct price. No oral or telephonic proposals or modifications of proposals will be considered. Proposals shall be mailed using a formal mailing procedure such as Certified or Registered Mail, Return Receipt. Alternatively, proposals may be hand delivered prior to the date and hour specified, to the Township Administrator at the above address. Respondent assumes responsibility for having the proposal in the hands of the Administrator on time whether the proposal is mailed or hand delivered.

All proposals must be completed on the enclosed forms. No other forms or specifications are to be used. By rejecting any proposals not so submitted, Wantage Township will insure that all Respondents are offering proposals on the same standard so a fair evaluation can take place. The price proposal shall be the price at the time the report is delivered to Wantage Township. All items furnished shall conform to the applicable specifications included in the proposal documents.

Wantage Township will provide for the execution of contract within twenty-one (21) days of the award of contract.

Wantage Township is exempt from any State Sales Tax or Federal Excise Tax.

Payments will be made upon the approval of vouchers submitted by the successful Respondent(s) in accordance with the requirements of Wantage Township and subject to the Township's customary procedures.
As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

As required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful Respondent.

In the event a Respondent is a partnership, the Respondent must state the name and address of all partners, the partnership's business name and address, and must be signed by at least one of the partners with the signature witnessed. In the case of a corporate Respondent, the proposal must show the State of Incorporation, the principal office address, and must be signed by the President or Vice-President, attested by the secretary or by a duly authorized agent of the Corporation and proof of authority should be attached. In the event a Respondent is a limited liability company, the Respondent must state the name and address of all members, and the proposal must be signed by the Manager or Members, as appropriate.

All proposal documents shall be submitted in accordance with the instructions. The division of the Proposal Specifications into parts is merely for convenience and ready reference; all parts of the proposal specifications constitute a single document. All proposal form documents shall be submitted in the order in which they are included in this proposal specification package.

The Mayor and Committee reserve the right to reject any and all proposals submitted. The Mayor and Committee also reserve the right to waive any irregularities or immaterial variances from the specifications and proposal documents, if in its judgment, the interests of the municipality will be best served.

The Township retains the right to reject any and all proposals if an error within these proposal specifications is found prior to or after the proposal date. The Township additionally retains the right to reject any and all proposals if any or all parts of the specifications are not complied with, regardless of total proposal price. Final decision of whether or not a proposal complies with these specifications is solely the judgment of the Township. Each Respondent agrees to accept the decision of the Township as final without recourse or prejudice.

Each proposal submitted must contain a non-collusion statement, signed by an authorized officer of the corporation, partner or general partner (if a partnership), manager of a limited liability company, including a raised seal if Respondent possesses one, or individual. All non-compliance or deviations from the specifications shall be listed on the form provided.
1.4 Criteria Used for Basis of Award

Submissions will be evaluated by the Mayor and Committee of the Township of Wantage on the basis of the most advantageous price and other factors considered. The evaluation will consider the criteria of experience and reputation in the field, professional expertise, including accreditation, licensing and/or membership in appropriate professional associations, knowledge of the Township and the subject matter to be addressed under the contract, past performance on other work for the Township, availability to accommodate any required meetings of the Township, availability of personnel and other resources to do the work on the schedule set forth by the Township, designated professional and support staff and location of offices, strength of assurances of performance provided, if required, financial stability and strength of the submitting firm, on-going criminal investigations or litigation, references in general, insurance provided, fee and compensation proposal, and other factors as demonstrated to be in the best interest of the Township. Competency and responsibility of Respondent, including ability to complete the contract within the time specified, will be considered in making the award. The successful Respondent must specify the delivery date for the service based on the number of calendar days, starting from the date the contract is signed and accepted by the Respondent. The Township considers the time frame for this project to be a minimum of six months and a maximum of nine months from the date of start date. The delivery date is a material term of this contract and shall be an essential factor in making a proposal award. Preference may be given on the basis of Respondent's proposed delivery date.

As the Mayor and Committee of the Township of Wantage shall utilize the criteria set forth above in making an award pursuant to this RFP, respondents are urged to provide sufficient information on the above criteria in their submissions. Wantage Township reserves the right to reject any or all proposals and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate proposals, or irregularities of any kind. Claims on account of mistakes in or omissions in proposals will not be considered, except as specifically permitted by law.

Selection of the award shall be based solely on the Township’s evaluation of the submissions and the criteria set forth above. The Township reserves the right to interview the most qualified respondents. Township also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the Township.

1.5 Compliance with Laws

The selected firm shall comply with all applicable federal, state and local statutes, rules and regulations. The firm chosen will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 to comply with P.L. 1975 c.127 (affirmative action requirements). The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all proposals, waive irregularities, and decide as to the responsibility of the Respondents.
1.6 Indemnification

The selected firm shall defend, indemnify and hold harmless the Township, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the any acts or omissions of the firm or any of its principals, employees or agents under this request for proposal or under any agreement executed with the Township. It is acknowledged by the Respondent that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the contractor’s work.

1.7 Subcontractors

If the firm intends to subcontract out any part of the work contained in the scope of this RFP, the firm shall provide a complete description of the services to be subcontracted, an estimate of the overall amount of work to be subcontracted, the rationale behind the need to subcontract, and a comprehensive description of the proposal and experience of the proposed subcontractor. The Township reserves the right to disapprove any proposed subcontractor and to revoke previous approval of a subcontractor should the need arise.

1.8 Conflict of Interest

Firms must identify any conflict of interest that may arise from providing services to the Township. The Township reserves the right: 1) to disqualify any firm or reject any proposal at any time solely on the grounds that a real or policy conflict of interest is presented; 2) to require the firm to take any action or supply information necessary to remove the conflict; or 3) to terminate any contract arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to Township’s satisfaction.

1.9 Proposal as Public Information and Property of Township

The information submitted in each proposal may be subject to public disclosure pursuant to State and Federal law. All proposals will become the property of the Township. Proposals submitted will not be returned to respondents unless they are received late.
SECTION 2: Evaluation of Proposal and Selection Procedures

2.1 Initial Screening

A screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified.

2.2 Evaluation of Submission Documents

The proposals of each firm will be evaluated based upon the requirements of this RFP and the criteria set forth above in Section 1.4. This evaluation process will take into account all items submitted in Section 3 of the RFP and will not be based solely upon the Fee Schedule submitted by the firm. The review will focus on the experience and expertise of the firm in providing similar services in the State of New Jersey to other entities. This step of the overall evaluation may include verification of credentials and stated experience.

As outlined in the Grant Agreement under Section 8, Conditions, item B. states, “The APPLICANT agrees that the selection of any consultant, sub-consultant, engineering firm, contractor or subcontractor shall be subject to prior review and concurrence by the STATE”
SECTION 3: Submission Requirements (Please respond in as much detail as possible)

3.1 Description of Firm and Capabilities. Provide a history and description of your firm and its capabilities.

3.2 Staffing Levels. Detail the staff level of your firm including principals and associates as of the date of this RFP.

3.3 Personnel. Please provide brief résumés of the individuals in your firm who would provide the services, indicating the senior partner or principal. Provide a brief résumé for each such person and describe his/her other experience in rendering services of the nature the Township seeks. Indicate the role of each individual in serving the Township.

3.4 General Experience. Please briefly summarize your experience since January 1, 2000 providing services for municipal entities and governments in and outside of New Jersey.

3.5 References. Provide three (3) references which can be contacted during the RFP process indicating the name, contact person, his/her title and address and telephone number for whom you have provided similar services over the past two years. Indicate your role and the type of services provided for such client.

3.6 Exhibits. Respondent also need to complete all exhibits listed below:

a. Evidence of compliance with Affirmative Action (see EXHIBIT B attached)

b. Ownership Affidavit (see EXHIBIT C attached)

3.7 Conflicts. Describe any existing or potential conflicts of interest your firm might have, or which reasonably might arise, due to your involvement with the Township.

3.8 Regulatory Investigations/Litigation. Provide details of any criminal investigation or pertinent litigation pending against your firm or members of your firm.

3.9 Affirmative Action. The successful firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and submit an employee information report or certificate of employee information report upon request.

3.10 Insurance. Detail your insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services detailed herein and must include at a minimum, general liability insurance coverage and professional liability insurance coverage.
3.11 Project Schedule. Submit a 6 month schedule detailing the steps to be taken in order to complete the scope of services required under this RFP. For the purposes of this submission, please assume a notice to proceed is granted on March 1, 2009.

3.12 Other Information. Please discuss any other factors not mentioned above which you believe are relevant to the Township’s selection of your firm.

3.13 Fee Schedule. Please attach your fee schedule for providing the scope of services requested in this RFP. Include the fee structure for all staff that will be assigned to the Township for this transaction, as applicable. In addition, please detail your firm’s billing procedures and rates as to overhead and out-of-pocket expenses. As stated in the Grant Agreement the amount of the grant is $150,000 and is not to exceed $150,000.

3.14 Deliverables. Consultant will deliver one (1) original, five (5) color copies and one (1) electronic version of the final Airport Feasibility study, with the following seven (7) elements:

1. Conditions Analysis
2. Market Analysis
3. Management/Ownership alternatives Analysis
4. Alternative Facility Development and Services Analysis
5. Economic Impact Analysis
6. Financial Feasibility Analysis
7. Summary and Recommendations

The Respondent shall, in all solicitations or advertisements for employees placed by or on behalf of the Township, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex or liability for services in the armed forces of the United States.
PROPOSAL FORM

TOWNSHIP OF WANTAGE

Township of Wantage
888 Route 23
Wantage, New Jersey 07461

Proposal of: _______________________________________________________________

Address: ___________________________________________________________________

FOR THE FURNISHING AND DELIVERING OF:

Airport Feasibility Study

We hereby certify that we are the only person or persons interested in this proposal that is
made without collusion with any person, firm or corporation making another proposal for
the same contract, that the proposal is in all respects fair and that no officer or member of
the Township of Wantage, or any person in the employ of the members is directly or
indirectly interested in this proposal or in the supplies or work to which it relates, or in the
profits of any portion thereof.

We further declare that we have carefully examined the information for Respondents,
Specifications, and proposal documents and propose to furnish and deliver all necessary
materials specified and in the manner and time prescribed, to be furnished at the following
price:

Total delivered to location, including all applicable charges. ____________________________

Amount in Figures

$ __________________

Amount in Words
It is further proposed to execute the Form of Contract within twenty one (21) days after receiving notice from the Township, to guarantee all the materials furnished under this contract, and to replace any materials which may be rejected as defective.

If a Partnership, Corporation or Limited Liability Company, give the names of all partners, shareholders or limited liability company members, as appropriate, with the address of each:


Prices offered are firm ninety (90) days after date of proposal opening.

(circle one)    Yes    No

Number of days for delivery
After Contract signed by Respondent ______________________________________

I hereby certify that all mathematical calculations have been reviewed by me and they are accurate.

__________________________________________________________

(Respondent)

By:________________________________________________________

(Signature of individual, partner or officer signing the proposal)

Title: ______________________________________________________

Date:____________   Telephone:______________________________
DISCLOSURE STATEMENT

The undersigned is:  _____ An Individual

_____ A Partnership

_____ A Corporation

_____ A Limited Liability Company

Under the laws of the State of:

Having its principal office at:

By:__________________________________________

(Signature of Individual, Partner
or Officer Signing the Proposal.)

Title:__________________________________________

(Affix Seal Here)
(Required if Respondent is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the
Corporation with the address of each, as appropriate. Additionally, if the organization is a
Limited Liability Company, give the names of the members of the L.L.C. and their
addresses:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF COMPLIANCE

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the proposal.

2. All information, as required, has been included in the proposal. “I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position.”

“I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal”.

RESPONDENT: ____________________________________________

--------------------------------------------------------------

Notary Seal

_________________________________________________________

Notary Public
**RESPONDENT’S BUSINESS REGISTRATION CERTIFICATE**

Respondents and their subcontractors, if any, must comply with the provisions of P.L. 2005 c.57 (N.J.S.A. 52:32-44) and submit proof that the Respondent is registered with the New Jersey Department of the Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the Respondent and any subcontractor by the Division of Revenue in the Proposal Package returned to the Township.

The only acceptable proof is the “Business Registration Certificate” provided by the New Jersey Division of Revenue.

**FAILURE TO SUBMIT THE BUSINESS REGISTRATION CERTIFICATE SHALL CAUSE THE PROPOSAL TO BE REJECTED.**
CERTIFICATION

I/we hereby certify that I/we have read the General Specification and have become familiar with all the contents thereof, and that the proposal of:

(Respondent’s Company)

attached hereto, is submitted in strict accordance with said conditions, instructions and specifications, being aware that said instructions are binding and become a part of this proposal.

_______________________________________
Name of Respondent

By: ___________________________________
    Signature of Authorized Agent

Dated: _________________________________
STATEMENT OF OWNERSHIP

Respondent shall state the names and addresses of all persons owning ten percent (10%) or greater interest therein in the proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

________________________________  ___________________________________________

RESPONDENT
STATE OF NEW JERSEY )
                  ss:
COUNTY OF SUSSEX   )

      I, _____________________, of ___________________ in the
County of ____________, and the State of __________________, of full age, being duly
sworn according to law on my oath, depose and say that:

      I am ____________ of the firm of ____________________________ the
Respondent making the Proposal for the above named project, and that I executed the
Proposal with full authority so to do; the Respondent has not, directly or indirectly, entered
into any agreements, participated in any collusion, or otherwise taken any action in restraint
of free competition in connection with the above named project; and that all statements
contained in the Proposal and in the affidavit are true and correct, all made with full
knowledge that the Township of Wantage relies upon the truth of the statements contained
in the Proposal and in the statements contained in this affidavit in awarding the contract for
the project.

      I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by:

_________________________________________   ______________________
(Name of Contractor)                         (Title)

Subscribed and sworn to
before me this _______ day
of ___________, 2009.

(AFFIX SEAL HERE)

_________________________________________
(Affidavit Signature)
(Also type or print name of affiant under
signature)

Notary Public of _______________________
My Commission Expires on __________________
NO PROPOSAL RESPONSE FORM

We are not submitting a proposal for the following reason(s):

( ) Cannot comply with specifications
( ) Unable to meet delivery
( ) Cannot comply with terms/conditions: (Please state which ones.)
( ) Not interested at this time
( ) Other (Please specify)

Please make any changes, if necessary:

___________________________(Company Name)
___________________________(Address)
___________________________(Contact Person)
___________________________(Telephone Number)
___________________________(Fax Number)

PLEASE RETURN TO:

Township Clerk
TOWNSHIP OF WANTAGE
Municipal Building
888 Route 23
Wantage, New Jersey 07461
AFFIRMATIVE ACTION INSTRUCTIONS
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your proposal.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

( ) YES
( ) NO

A. If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If no, and you become successful Respondent, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE

NAME_____________________________ TITLE_____________________________

BUSINESS NAME______________________________

DATE_____________________________ 2009

Telephone Number: ______________________

******************************************************************************************

NOTE: ATTACH COPY OF FORM HERE
******************************************************************************************
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF } s.s.: 

Airport Feasibility Study

I, _______________________, of the Town/City of
in the State of ___________________ being of full age and duly sworn according to law,
on my oath depose and say that:

I am employed by the firm of ____________________, the Respondent
submitting the Proposal for the above named project, in the capacity of
_____________(title) , and I have executed the Proposal with full authority to do so.
Further, the Respondent will comply with the provisions of Public Law 1975, Chapter 127,
and shall require all subcontractors to comply with the provisions of Public Law 1975,
Chapter 127.

_________________________________________  ________________________________
Name of Firm or Individual                        Title

_________________________________________  ____________________________
Signature                                           Date

Subscribed and sworn to before me this
_____ day of ________, 2009.

_________________________________________
Notary Public of New Jersey.
My Commission expires: __________________________
TOWNSHIP OF WANTAGE, NEW JERSEY

CONTRACT FORMS

Applicable form must be signed and returned with proposal.

CERTIFICATION OF CONTRACT - CORPORATION

The signature of the corporation attests that the Respondent is aware of all specifications, terms and conditions listed in this solicitation and that this proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the proposal and offer of contract submitted by the Respondent to the Township of Wantage and is the contract that takes effect on the date of the below signature.

__________________________________________
(Name of corporation)

Dated: ________________, 2009 __________________________________________
(Signature)

__________________________________________
(Corporate seal)

__________________________________________
(Type or print name and title)

__________________________________________
(Address)

ATTEST:

__________________________________________
(Signature)

__________________________________________
(City/state) (Zip code)

__________________________________________
(Type or print name/title)

__________________________________________
(Telephone)

*******************************************************************************

The above offer is hereby accepted this _____ day of ___________ , 2009.

ATTEST:

______________________________  By: ________________________________
CERTIFICATION OF CONTRACT - PARTNERSHIP

The signature of the partnership attests that the Respondent is aware of all specifications, terms and conditions listed in this solicitation and that this proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the proposal and offer of contract submitted by the Respondent to the Township Committee and is the contract that takes effect on the date of the below signature.

____________________________________
(name of partnership)

Dated: __________________________

____________________________________
(signature)

Signed and sealed in the presence of:

____________________________________
(type or print name)

____________________________________
(address)

____________________________________
(name)

____________________________________
(city/state) (zip code)

____________________________________
(telephone)

*********************************************************

The above offer is hereby accepted this _____ day of _________, 2009.

TOWNSHIP OF WANTAGE

ATTEST:

____________________________________  By: ____________________________________
CERTIFICATION OF CONTRACT - INDIVIDUAL

The below signature of the individual attests that the Respondent is aware of all specifications, terms and conditions listed in this solicitation and that this proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the proposal and offer of contract submitted by the Respondent to the Township Committee and is the contract that takes effect on the date of the below signature.

____________________________________
(name of individual)

Dated: ______________________

____________________________________
(signature)

____________________________________
(type or print name)

____________________________________
(address)

____________________________________
(name)

____________________________________
(city/state) (zip code)

____________________________________
(telephone)

************************************************

The above offer is hereby accepted this ____ day of _________, 2009.

TOWNSHIP OF WANTAGE

ATTEST:

______________________________ By: ________________________________
CERTIFICATION OF CONTRACT - LIMITED LIABILITY COMPANY

The signature of the limited liability company attests that the Respondent is aware of all specifications, terms and conditions listed in this solicitation and that this proposal is an offer of contract.

The signature of the limited liability company acknowledges the person signing is duly authorized to sign and the proposal is a true offer of the Respondent and all declarations and statements contained in the proposal are true to the best of his knowledge and belief.

The signature of the agent of Wantage Township completes the acceptance of the proposal and offer of contract submitted by the Respondent to Wantage Township Committee and is the contract that takes effect on the date of the below signature.

__________________________________________
(name of limited liability corporation)

Dated: ____________________________

__________________________________________
(signature)

__________________________________________
(type or print name)

Signed and sealed in the presence of:

__________________________________________
(address)

__________________________________________
(name)

__________________________________________
(city/state) (zip code)

(____) ____________________________
(telephone)

The above offer is hereby accepted this ____ day of _________, 2009.

TOWNSHIP OF WANTAGE

ATTEST:

__________________________________________ By: _____________________________________
FINANCIAL RESPONSIBILITY FORM

QUALIFICATION Questionnaire (Services)

Financial:

____ Individual  ______ Partnership
____ Corporation  ______ Limited Liability Company

Location of Main Office:

Name of Bank:

Financial Condition as of Date:

Brief Statement of your financial condition based on your most current audited financial reports.

Experience:

Length of Time in Business: _______ years

Number of Employees:

I am (    ) am not (    ) on the New Jersey Debarred vendor list.

Minority (    ) Small Business (    ) Women Owned (    )
CERTIFICATION OF RESPONDENT'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED RESPONDENTS

Airport Feasibility Study
WANTAGE TOWNSHIP, SUSSEX COUNTY

STATE OF NEW JERSEY
COUNTY OF SUSSEX

I, ______________________________, of the __________________ of
________________________, in the State of ____________, of full age, being
duly sworn according to law on my oath depose and say that:

I am __________________ of the firm of __________________
the Respondent making the proposal for the above named project, that I
executed the Proposal, this affidavit and all other Proposal documents with
full authority to do so, and that the Respondent is not now at the time of
submission of this proposal included on the State of New Jersey Treasurer's
List of Debarred, Suspended and Disqualified Respondents.

By: ____________________________ Date:________________________
   Deponent's Name

   Deponent's Title:________________________

Subscribed and sworn to before
me this _______ day of ________, 2009.

________________________________________
Notary Public of New Jersey
My Commission expires on __________________
CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN WANTAGE TOWNSHIP, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Wantage, 888 Route 23, Wantage, New Jersey 07461, ("Wantage")

AND ___________________________________ ("Contractor").

WITNESSETH: That Wantage and the Contractor for the consideration specified below agree as follows:

Article I: Service to be Delivered:

Contractor covenants and agrees to deliver one Airport Feasibility Study, in accordance with contractor’s proposal response documents.

All work shall be performed in strict accordance with all the proposal specifications established by Wantage and the proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor’s proposal submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Proposal Specifications, Terms and Conditions in the proposal package dated January 2009
Proposal Form
Statement of Compliance Form
Certification Form
Statement of Ownership Form
Exceptions to Specifications Form
Disclosure Statement
Non-Collusion Affidavit
No Proposal Response Form
Affirmative Action Instructions
Affirmative Action Questionnaire and Affidavit
Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)
Financial Responsibility Form
Certification of Respondent's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Respondents
**Article II: Contract Execution:** Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Wantage. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract.

**Article III: Delivery Date and Late Delivery:** Performance or delivery date is to be the date of completion and delivery to Wantage. In the event the Contractor fails to deliver within the time frame it shall be liable to Wantage for any and all damages incurred by Wantage.

Contractor recognizes time is of the essence in this Contract and based upon the knowledge and representation to comply with the requirements, the Contractor agrees it will commence work and provide delivery as specified in the Proposal submitted.

**Article IV: Payment:** Wantage shall pay Contractor the purchase price of $__________ .00 for the delivery of service. Contractor agrees not to seek any additional payments from Wantage.

Wantage agrees to pay the Contractor after the satisfactory delivery of the service. Satisfactory delivery shall include review and approval by Wantage Township and the New Jersey Department of Transportation to determine compliance with the proposal specifications.

Payments to be made in accordance with Wantage's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against Wantage for payment under this Contract.

**Article V: Indemnification & Independent Contractor:** The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Wantage, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Wantage or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Wantage.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.
**Article VI: Assignment or Subletting:** Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Wantage.

**Article VII: Affirmative Action Requirements:** The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State.

**Article VIII: Breach of Contract:** Contractor's failure to perform under this Contract, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Wantage. Contractor shall also be responsible for all reasonable attorneys fees and costs incurred by Wantage in enforcing the terms of this Contract.

**Article IX: Binding Nature of Agreement:** This Contract shall be binding upon Wantage, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

**Article X: Legal Compliance:** During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the proposal specifications.

**Article XIII: Disputes:** The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.
IN WITNESS WHEREOF, Wantage has caused this instrument to be signed by Parker Space, Mayor; Attested by James R. Doherty, Administrator; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:                                          WANTAGE TOWNSHIP

_____________________________________________    _______________________________________________
James R. Doherty, Clerk/Administrator                Parker Space, Mayor
Dated: ____________________

ATTEST:                                          Contractor

_____________________________________________
Dated: _________________, 2009
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
AVIATION EDUCATION, PLANNING, PROMOTIONAL GRANT APPLICATION

GRANT APPLICATION
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
AVIATION EDUCATION, PLANNING, PROMOTIONAL GRANT APPLICATION

DATE OF APPLICATION:

SECTION 1: This application for:

State Aviation Education, Planning, Promotional Grant (N.J.A.C. 15:56-11.2 et seq)

SECTION 2:

Information Regarding the Applicant

Applicant’s Full Legal Name: Wantage Township
Mailing Address: 888 Route 23, Wantage, NJ 07461
Telephone: (973) 875-7192
Fax: (973) 875-0801

SECTION 3: NARRATIVE DESCRIPTION OF PROJECT

Please provide description of this proposed project and results that are expected to be accomplished under this grant- Please attach any pertinent information that may aid us in granting this application. (Prior year programs and outcome results/report of overall acceptance of program and benefits derived from this program.)

Wantage Township (Township) is seeking funds to conduct a Feasibility Study to determine the value and feasibility of public purchase and operation of the now-privately held Sussex Airport in Wantage, New Jersey. The study would evaluate alternatives for continuing airport operations under Township ownership and would explore opportunities to expand and rehabilitate the current facilities and services to ensure the airport’s viability.

Upon receipt of a grant, the Township will retain a qualified and experienced consultant from a list of pre-approved NJDOT vendors to complete the Feasibility Study. The study will be composed of seven (7) elements and will include the following scope of work:

1. Conditions Analysis: Update the existing 2004 analysis (on file at NJDOT) to evaluate current conditions of the property and improvements, including FAA design standards, structural review, environmental constraints (such as a NJDEP approved freshwater wetlands delineation), and potential site contamination.
2. Market Analysis: Update and expand the existing 2004 study (on file at NJDOT) to identify and evaluate local and regional pilot, aircraft, and flight demands and growth forecast data; evaluate supply and market demand of user/tenant (private owner, business, shuttle, medical, emergency, etc.) requirements, such as aircraft tie-downs, hangar space, maintenance facilities, supportive and ancillary services and facilities; etc.

3. Management/Ownership Alternatives Analysis: Develop set of management/ownership alternatives and then evaluate the potential advantages, disadvantages, and feasibility of each option; cite case studies of operations at comparable airports; recommend preferred alternative. **This analysis shall include all currently existing contracts and legally binding agreements between the current owner of Sussex Airport and any other private or public entities which may, or will, have an impact on the terms and conditions of future ownership of the Airport by the Township.**

4. Alternative Facility Development and Services Analysis: Update and expand the existing 2004 study (on file at NJDOT) to evaluate conditions and market analyses to identify potential alternative facility service and service scenarios (both on and off-site); recommend prioritized, phased preferred development plan and Airport Capital Improvement Plan (ACIP), with cost and estimates, funding resources / financing opportunities, and milestones / time frames. This analysis will include a public outreach component to invite stakeholder input on proposed service and redevelopment options.

5. Economic Impact Analysis: Estimate and explain the direct and indirect economic and social impacts of the airport on the local area (5 mile radius), County and State; identify aviation-dependent businesses at the airport, aviation-dependent businesses located off the airport property and within five to ten miles of the airport, businesses that use the airport as a regular part of their operation, operators who fly corporate aircraft into the airport (if contact information is available), owners of aircraft based at the airport (assumes contact information can be obtained, from the airport operator or registration records), local and regional airport supporters (educational, recreational, etc.); provide economic estimates on the amount of employment and revenue (wages, spending, etc.) directly (or indirectly) attributed to the airport; provide case studies of businesses or institutions that are aviation-dependent or regularly use the airport within their business operation. **Include analysis of feasibility for future partnership by sponsoring programs and providing transportation to/from events with area attractions, including New Jersey State Fair, Minor League Baseball program, local theater district, and area Ski Resorts.**

6. Financial Feasibility Analysis: Based on above analyses and recommended alternative, develop a 10-year forecast of airport revenues, expenses, and capital costs to determine the likely net income of the airport under public ownership; evaluate whether and how public ownership of the airport is financially feasible. **Include analysis of feasibility for future municipal sponsorship of annual “Air Show”**.

7. Summary and Recommendations: Provide a synopsis of the prior sections, recommendations for actions, and a prioritized implementation agenda, schedule and budget.
SECTION 4: FINANCIAL INFORMATION

a. The applicant must provide information of their availability to ensure that these grant funds are expended for the purpose and/or program given. The Township has applied for, received and successfully administered many grant allocations awarded by the State of New Jersey. The Administrator and Chief Finance Office of the Township will implement a project based record keeping system that will ensure funds are expended on project related costs in the timeframe proposed.

b. Please provide information on available record keeping and audit reporting requirements available to applicant. (Is applicant subject to regular financial audits under State or Federal Guidelines?) The Township is subject to the State of New Jersey statutes and regulations governing budgeting, fiscal affairs, purchasing and procurement.

SECTION 5: PROGRAM COST

Please provide detail estimate of all program cost.

Sponsor Share: 0.00  State Share: 100%*: $150,000

Estimated Total Project Costs: $150,000*

* The Township anticipates that total project costs may be in excess of the $150,000 figure through soft cost contributions, when staff time and resources of the Township and other agencies are included in the work program. At this time, estimating the values of these staff and resource commitments are difficult because they are dependent upon differences in future consultant proposal scopes and budgets.

SECTION 6: AIRPORT AID ASSURANCES

The Sponsor shall comply with the following:

Project Inspection and Approval — It shall subject all work on any project funded by the State for airport development to review, inspection and approval by the NJDOT, Division of Aeronautics.

Supervision of Work - It shall assure performance of any work associated with the project in accordance with plans, specifications, work scope and schedules as approved by the State or with modifications similarly approved. It shall provide and maintain competent technical supervision of the project to assure that completed work conforms to State approved plans and specifications.