



SOUTH JERSEY TRANSPORTATION AUTHORITY

Request for Proposals

AIR SERVICE DEVELOPMENT CONSULTING SERVICES

Proposals Due

**Wednesday, January 31, 2024, at 2:00 PM
through the Bid Express Electronic Bidding Portal**

Phone: 609-965-6060

Fax: 609-965-7315

bids@sita.com

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REQUEST FOR PROPOSAL
for

AIR SERVICE DEVELOPMENT CONSULTING SERVICES

The South Jersey Transportation Authority (SJTA) is soliciting proposals from qualified firms to provide **AIR SERVICE DEVELOPMENT CONSULTING SERVICES** for the Authority at the Atlantic City International Airport.

This Request for Proposals (RFP) will be available through Bid Express on **Wednesday, January 10, 2024, after 1:00 pm.**

Electronic proposals will be submitted through the Bid Express platform and are due by **2:00 pm on Wednesday, January 31, 2024**.**

****Important Note:** The South Jersey Transportation Authority will only accept electronic bid/proposal submissions through the Bid Express electronic bidding portal. If you are not already registered for electronic submissions, please visit <https://www.bidexpress.com> in order to bid with the Authority. To subscribe, follow the directions on the website. The fee schedule is available, and all fees are payable to Bid Express.

Any emailed, mailed or physical proposals delivered to the Authority will not be accepted and/or will be returned to the bidder unopened.

The Authority, in accordance with applicable law, reserves the right to reject any or all proposals when such rejection is in the best interests of the Authority and also to waive minor informality or non-material exceptions in any proposal or proposals so received.

All procurement opportunities can be accessed from the Authority's website at www.sjta.com, under "Business" and then "Current Solicitations".

Proposers are also required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, Mandatory Equal Employment Opportunity Regulations.

By order of the Airport Director.

STATEMENT OF RIGHTS

The South Jersey Transportation Authority (SJTA) reserves, holds, and may at its sole discretion, exercise the following rights and options with respect to this Request for Proposals (RFP).

1. To select and enter into an agreement with the one or more Proposer(s) based upon experience, qualifications, approach, and other factors specified herein, for the purchase of materials, products, supplies, and non-professional services shall be awarded to the lowest responsible bidder that submits a responsive bid.
2. To reject any and/or all proposals.
3. To issue additional subsequent solicitations for proposals and/or amendments to the RFP.
4. To conduct investigations with respect to the qualifications of each Proposer.
5. To negotiate with Proposers for amendments or other modifications to their proposals.
6. To modify dates.
7. To enter into agreements for only portions (or to not enter into an agreement for any) of the services contemplated by the proposal submitted.
8. All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the SJTA for the expense of preparation.
9. The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to a Proposer's competitive position or constitute a trade secret. To protect these data from disclosure under the Open Public Records Act, the Proposer should specifically identify the pages of the proposal that contain such information, by properly marking the applicable pages and inserting the following notice in the front of its proposal:

PROPRIETARY INFORMATION

Proposers are allowed to identify proprietary information and specifically request that such information be used for evaluation purposes only. Proposer should include a statement in their responses that the data on specific pages of their proposal identified by an asterisk (*) contains technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Proposer's competitive position.

The Proposer by identifying and requesting that such data be used only for the evaluation of the proposal, understands that the disclosure will be limited to the extent SJTA considers proper under the State of New Jersey Open Public Records Act. If an agreement is entered into with the Proposer, SJTA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The SJTA does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the Open Public Records Act, the Proposer will be advised of the request, and may expeditiously submit to the SJTA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the SJTA in making its determination as to whether disclosure is proper under the law.

The SJTA has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The SJTA does not guarantee or warrant the correctness of this information; moreover, the

SJTA accepts no responsibility for any omissions or deletions of information relating to this Request for Proposals.

DISCLAIMER

The contents and information provided in this Request for Proposals (RFP) are meant to provide general information to interested parties, and in no way reflects the adherence of the South Jersey Transportation Authority to any public bidding requirements. The successful Proposer shall be required to execute an Agreement with SJTA that will govern the rights, duties and obligations between SJTA and the successful Proposer.

Accordingly, the terms set forth within this Request for Proposals does not constitute any contract between SJTA and the successful proposer. Moreover, SJTA accepts no responsibility for any omissions or deletions relating to this Request for Proposals; however, the successful proposal will become part of the entire agreement.

1.0 INFORMATION FOR PROPOSERS

PURPOSE AND INTENT:

The South Jersey Transportation Authority (“SJTA “or “Authority”) was created in 1991 by the South Jersey Transportation Act (“Act”), Chapter 252 of the Laws of New Jersey. The Authority became the successor to the New Jersey Expressway Authority (“NJEA”) and the Atlantic County Transportation Authority (“ACTA”). Pursuant to the Act, the Authority acquired the Civil Terminal Area of the Atlantic City International Airport as a transportation project. The purpose of the Authority is to coordinate South Jersey’s transportation system in its regional jurisdiction of the counties of Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem, via the Atlantic City Expressway, Atlantic City International Airport and various shuttle routes.

Through this RFP, the Authority is seeking proposals from qualified air service consultants and firms to provide air service consulting services on a retainer basis and/or on a project basis.

ANTICIPATED PROCUREMENT SCHEDULE

RFP Available	Wednesday, January 10, 2024, at 1:00 pm
Questions Deadline	Thursday, January 17, 2024, at 4:00 pm
Proposals Due	Wednesday, January 31, 2024, at 2:00 pm
Anticipated SJTA Award	Wednesday, March 20, 2024, Board Meeting

In order to be considered for selection, proposals must be received no later than **2:00 PM on Wednesday, January 31, 2024**, via the Bid Express Platform only.

TERM OF CONTRACT

The contract term for the successful Proposer will be **one (1) year with two (2) one-year renewal options that can be executed by agreement only**. The SJTA reserves the right to terminate this contract at any time. The successful proposal will be included as part of the contract document.

SUBMISSION OF PROPOSALS

The South Jersey Transportation Authority will only accept electronic bid/proposal submissions through the Bid Express electronic bidding portal. If you are not already registered for electronic submissions, please visit <https://www.bidexpress.com> in order to bid/submit proposals to the Authority. To subscribe, follow the directions on the website. The fee schedule is available, and all fees are payable to Bid Express.

Any emailed, mailed or physical bids/proposals delivered to the Authority will not be accepted and/or will be returned to the bidder unopened.

Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to evaluate the proposer’s experience and qualifications, technical and customer service approach and cost. The information provided must relate to this specific project.

QUESTIONS OR REQUESTS FOR CLARIFICATION

All questions about the meaning or intent of the RFP documents, including these instructions or the specifications, shall be submitted in writing to the Authority's Purchasing Department. Any questions or requests for clarification are to be emailed to bids@sjta.com.

****When submitting a question or request for clarification, the subject line of the email MUST contain the word "Question" followed by the title of the RFP.****

Questions must be received no later than **4:00 PM on Wednesday, January 17, 2024.** Questions received after this date and time may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ISSUANCE OF ADDENDA

Responses to all questions of substantive nature will be answered in the form of an addendum. The SJTA shall be the sole judge of the question viability. Any informal explanation, clarification, or interpretation will not bind SJTA, oral or written, by whoever made, that is not incorporated into an addendum.

Notice of Addenda will be issued through Bid Express. It is the sole responsibility of the bidder/proposer to be knowledgeable of all addenda related to this procurement. The bidder/proposer must complete the "Acknowledgement of Receipt of Addenda" form, which is included in this solicitation as a required document. Failure to acknowledge receipt of all addenda may render a bid/proposal as non-responsive.

A bidders/proposer's failure to request a clarification, interpretation, correction or amendment will preclude such bidder/proposer from, thereafter, claiming any ambiguity, inconsistency or error.

INTERPRETATIONS OR CORRECTIONS BINDING

Only questions answered by formal written addenda will be binding and prospective proposers are warned that no officer, agent, or other employee of the SJTA or its representatives is authorized to give verbal information concerning, explaining or interpreting the RFP.

EQUAL OPPORTUNITY REQUIREMENTS

1. Affirmative Action

Proposers shall be required to comply with all applicable affirmative action and equal employment opportunity laws, orders, rules and regulations including, but not limited to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (See Exhibit A). The successful proposer shall be required to submit the applicable Affirmative Action form as described in Exhibit A within seven (7) days after receipt of the SJTA's intent to award a contract.

2. Small Business Participation

Policy Statement of the South Jersey Transportation Authority

In accordance with Executive Order No. 84 signed by Governor James J. Florio on March 5, 1993 and Executive Order No. 71 signed by Governor James E. McGreevey on October 2, 2003, it is the policy of the South Jersey Transportation Authority (the "Authority" or "SJTA") that Small Business Enterprises ("SBE"), as determined and defined by the Department of the Treasury, Division of Revenue and Enterprise Services ("Division of Revenue") in N.J.A.C. 17:13 et seq., have the opportunity to compete for and participate in the performance of contracts to the purchase of goods and services and for construction services required by the Authority. The Authority further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBE's have these opportunities.

It is the policy of the South Jersey Transportation Authority (SJTA) that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the New Jersey Department of the Treasury, Division of Purchase and Property, Contract Compliance and Audit Unit, EEO Monitoring Program ("EEO Monitoring Program") in N.J.A.C. 17:27 et seq. or other application regulation, should have the opportunity to participate in SJTA contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform services for the SJTA pursuant to this contract, the Firm must demonstrate to the SJTA's satisfaction that a **good faith effort** was made to utilize subcontractors and sub-consultants who are **registered with the EEO Monitoring Program as SBEs**.

Furthermore, Proposers and subcontractors shall be evaluated by the EEO Monitoring Program, based on its attainment of the Participation Goals set forth in N.J.A.C. 17:27-5.2.

Please refer to the following link for current applicable procurement target(s) guidelines set forth by the NJ Department of Treasury:

https://www.state.nj.us/treasury/contract_compliance/

Evidence of a "good faith effort" includes, but is not limited to:

1. Whether the vendor or subcontractor has agreed to make a good faith effort to adhere to targeted minority and women employment goals;
2. Whether the vendor or subcontractor has met or documented that it has made a good faith effort to meet targeted employment goals;
3. Whether the vendor or subcontractor has adopted an Equal Employment Opportunity (EEO) Policy;
4. Whether the vendor or subcontractor has posted an EEO Policy on the job site bulletin board;
5. Whether the vendor or subcontractor has disseminated the EEO Policy to its workers through various means including company meetings, preconstruction job meetings, written notices, etc.;

6. Whether the vendor or subcontractor has posted Federal or State issued EEO posters on the job site bulletin board;
7. Whether the vendor or subcontractor has identified an EEO Officer and established job duties in writing for such position;
8. Whether the vendor or subcontractor has developed a basic complaint procedure;
9. Whether the vendor or subcontractor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;
10. Whether the vendor or subcontractor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;
11. Whether, when the opportunity has presented itself, the vendor or subcontractor has considered promoting minority and women employees within its organization;
12. Whether the vendor or subcontractor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;
13. Whether the vendor or subcontractor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;
14. Whether the vendor or subcontractor has utilized the available recruitment resources to attract minorities and women with requisite skills, including, but not limited to, public and private training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations;
15. Whether the vendor or subcontractor has requested qualified minorities and women from a labor union with whom it has an exclusive hiring or referral arrangement;
16. Whether the vendor or subcontractor has actively recruited beyond the traditional sources to attract minority and women applicants;
17. Whether the vendor or subcontractor has reviewed all personnel actions to ensure actions are taken in compliance with the company's EEO policy; and
18. Whether the vendor or subcontractor has retained records of employment and personnel actions and payroll records for a three year-period from the date of the contract or project closing

The Contractor agrees to make a good faith effort to award at least 25% of this contract to subcontractors registered by the Division of Revenue as a SBE. Subcontracting goals are not applicable if the prime contractor is a registered Small Business Enterprise (SBE) firm.

PROPOSER RESPONSIBILITY

The proposer assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP. The SJTA assumes no responsibility and bears no liability for cost incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

REVIEW OF PROPOSALS

The SJTA, in accordance with law, reserves the right to reject any and all proposals received in response to this RFP, when determined to be in the SJTA's best interest, and to waive minor noncompliance in a proposal. The SJTA further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all proposers submitting proposals in response to this RFP. In the event that all proposals are rejected or if the SJTA, at any time, deems the number of qualified proposers receiving designations as the result of this RFP to be insufficient to meet the potential needs of the SJTA, or for any other reason, the SJTA reserves the right to re-solicit proposals. The SJTA shall not be deemed obligated at any time to award any contract to any proposer.

CONTENTS OF PROPOSAL

Subsequent to proposal opening, all information submitted by proposers in response to this solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. The SJTA reserves the right to make the determination concerning such assertion and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **THE SJTA WILL NOT HONOR ANY ATTEMPT BY A PROPOSER EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

SIGNATURES

An officer authorized to make binding commitments for those proposers making proposals shall sign each proposal.

INCURRING COSTS

Neither the SJTA nor its consultants shall be liable for any costs incurred by any proposers in the preparation of its proposal for the services requested by this RFP. The Authority shall not be held liable for any activity or costs associated with the preparation or submission of the proposal, proposal conference, oral presentation(s) or any other activity of any kind in regard to this RFP.

ACCEPTANCE OF PROPOSALS

The SJTA intends to award a contract to the proposer or proposers that the SJTA deems best satisfies the needs of the SJTA and its employees. The RFP does not in any manner or form commit the SJTA and to award any contract. The contents of the proposal may become a contractual obligation if, in fact, the proposal is accepted, and a contract is entered into with the SJTA. The SJTA may award a contract solely on the basis of the proposal submitted without any additional negotiations. The SJTA shall reserve all rights to provide for additional negotiations if it deems in its best interests. Failure of the proposer to adhere to and/or honor any or all of the obligations of the proposal may result in immediate cancellation of the award of the contract by the SJTA.

AWARD OF CONTRACT

The Authority will act to award a contract to the successful proposer or reject all proposals within ninety (90) calendar days after receipt of the proposals as prescribed by law unless a time extension is obtained in accordance with Authority rules.

FINAL CONTRACT

The contract entered into with the successful proposer or proposers shall be a contract that shall be satisfactory to the SJTA in accordance with the laws of the State of New Jersey. It is understood that the contract shall be awarded on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey.

Upon recommendation of award, the Authority must seek approval of its governing board at a scheduled board meeting. The Authority will follow its own pre-set approval process utilizing a Consultant Selection Committee comprised of SJTA employees from various departments. A resolution must be passed by the Board that is subject to the Governor's veto period. Upon expiration of the veto period, the Authority can then award a contract to the successful proposer(s).

DISSEMINATION OF INFORMATION

Information included in this document or in any way associated with this RFP is intended for use only for the proposer and the SJTA and is to remain the property of the SJTA. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing straightforward, concise description of your proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to assess the qualifications of the responder to perform the required work. Information being provided must relate to the specific services needed for this Contract.

FORM OF PROPOSAL

Proposals are limited to a maximum of 25 pages including cover letter and table of contents. Font shall be a Times New Roman size 12, Arial size 10, or equivalent size. Resumes or other documentation showing qualifications may be submitted as appendices to the proposal and will not be considered part of the 25 pages. Uploaded proposals shall be in PDF format with page sizes of 8.5" x 11".

ORAL PRESENTATION

Proposers that submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to staff and members of the SJTA. This will provide an opportunity for the proposer to clarify or elaborate on their proposal. The SJTA will schedule the time and location of these presentations and notify proposers accordingly. Requests for oral presentations will not represent any commitment on the part of the SJTA and should not be construed as intent to award.

BEST AND FINAL OFFER

After reviewing the initial proposals and such additional presentations or information as it may have requested, the Authority will determine if it requires best and final proposals or whether it will rely upon the initial proposals submitted. The Authority will notify proposers accordingly.

REVISIONS TO THE REQUEST FOR PROPOSAL

In the event it becomes necessary for the Authority to revise any part of the RFP, revisions will be made available in the form of an Addendum and will be issued through Bid Express. It is the sole responsibility of the proposer to be knowledgeable of all addenda related to this procurement. If revisions are necessary after conducting the oral presentations, such revisions will only be provided to those proposers participating in the oral presentations.

PRIME CONTRACTOR RESPONSIBILITIES

The selected proposers will be required to assume sole responsibility for the complete effort as required by these specifications. The Authority will consider the selected proposer to be the sole point of contact with regard to contractual matters.

ASSIGNMENT

The proposer(s) selected is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the express written consent of the Authority.

TERMINATION OF CONTRACT

The Authority may, by written notice, terminate a contract entered into as a result of this RFP, in whole or in part at any time, either for the Authority's convenience or because of failure to fulfill the contractual obligations, provided written notice is given to the firm at least sixty (60) days prior to such proposed termination date. Upon receipt of such notice, service must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Authority.

ACCOUNTING RECORDS

The firm selected is required to maintain an acceptable cost accounting system. The consultant agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts. The consultant agrees to maintain all books, records, and reports required under this contract during the contract period and for three full years from the date of the final payment under the contract.

TOLLS

It is the policy of the South Jersey Transportation Authority not to offer toll free passage on the Atlantic City Expressway for its vendors; New Jersey Title 19:2-6.2(a) (Subchapter 6. Tolls).

JOINT VENTURES

If a joint venture is submitting a bid or proposal, the agreement between the parties related to such joint venture should be submitted with the joint venture's bid or proposal. Authorized signatories from each party comprising the joint venture must sign the bid or proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report and NJ Business Registration Certificates must be supplied for each party in the joint venture.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

- www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

RIGHT TO AUDIT

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the SJTA with regard to this RFP. The SJTA, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the successful proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by successful contractor for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the successful contractor with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy N.J.A.C. 17:44-2.2, contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final

payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

ELECTRONIC BIDDING PROCESS

Registration for Electronic Bidding. In an effort to make the bid and/or RFP solicitation process more efficient and cost effective for both vendors and the Authority, the Purchasing Department has adopted an electronic bidding process for most public bids and/or RFPs. Electronic bids and/or proposal submissions shall be submitted at bidexpress.com as the method of submission. All electronic bidders must first register on bidexpress.com and create an Info Tech digital identification (“Digital ID”) at no cost to the vendor. The Digital ID is used to sign bids and serves important functions including: a) assuring the Authority that the digital signature is from the entity submitting the bid and/or proposal (forgery deterrence); b) ensuring that no one can alter a bid and/or proposal (non-falsification); c) preventing the information in a bid and/or proposal from disclosure to unauthorized parties (confidentiality); and d) safeguarding that even authorized parties cannot access the bid and/or proposal prior to the public bid opening (sealing) and/or proposal receipt. Since it can take up to five (5) business days to process your Digital ID, it is highly recommended that a Digital ID be enabled at least 48 hours in advance of submitting an electronic bid and/or proposal. Please plan accordingly. In lieu of paying the traditional paper bidding costs (overnight delivery costs), Bid Express charges a nominal fee to those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe and pay monthly for unlimited electronic bid and/or proposal submission to all entities that (nationally) post solicitations on the bidexpress.com website plus get email notifications by agency/work type/commodity code. Furthermore, for bidders who are bidding online and wish to utilize the electronic bid bond option, please see the FAQs page regarding electronic bid bonds at <https://bidexpress.com>. For additional guidance on the electronic process, please contact the Bid Express team toll free at (888) 352-2439 (select option 1).

Please Note: During COVID-19, The South Jersey Transportation Authority is accepting Electronic Signatures, however it is strongly recommended that all vendors secure Digital IDs in anticipation of restoring this requirement. Please see www.bidexpress.com for more details.

SOURCE DISCLOSURE (SERVICES CONTRACTS)

Pursuant to N.J.S.A. 52:34-13.2, all services performed under this Contract or performed under any subcontract awarded under the Contract shall be performed within the United States. Proposers are required to submit the Source Disclosure Form as part of their proposal. If a service cannot be performed within the United States, the bidder shall disclose on the Source Disclosure Form the description of services to be performed outside of the United States and the reason why the services cannot be performed within the United States. The Authority will review the justification and, if the Authority concludes that the services cannot be performed within the United States, may issue a waiver of this requirement.

AMERICANS WITH DISABILITIES ACT OF 1990: EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY:

The contractor and the Authority (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

GENERAL INSURANCE REQUIREMENTS

The insurance requirements outlined in the following section are the minimum requirements for the scope of services related to this procurement. Inquiries regarding the insurance requirements, including questions related to the necessity of outlined coverages, must be presented during the questions period of this procurement. Response will be provided via an Addendum.

Insurance Conditions

1. Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor/Vendor will provide and maintain the following minimum levels of insurance at Contractor's/Vendor's own expense. The cost of the required insurance shall be included in the Contractor's/Vendor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor/Vendor shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Contractor/Vendor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services, or Work, shall not commence until the Contractor/Vendor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Contractor/Vendor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor/Vendor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor/Vendor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Vendor's obligation to maintain such insurance. At all times relevant to the Contract Term, the Contractor/Vendor shall be responsible for providing the certificate to the Authority and for ensuring the certificate is fully compliant with the requirements herein. Contractor/Vendor shall indemnify the Authority for any such penalties, suits, claims, damages, demands, losses, and expenses assessed to the Authority arising out of the Contractor's/Vendor's failure to obtain and maintain the proper insurance requirements, as defined herein. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
2. The Contractor/Vendor shall require all subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor/Vendor. Any obligations imposed upon the

Contractor/Vendor as part of this contract shall be so imposed upon any and all subcontractors as well.

3. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Contractor/Vendor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.
4. The South Jersey Transportation Authority, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor’s/Vendor’s liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured’s respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor/Vendor to name other parties as additional insureds as required by the Authority. There shall be no “Insured versus Insured Exclusion” on any policies; all policies will provide for “cross liability coverage”.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor’s/Vendor’s responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(ies) to comply with the above it is the responsibility of the Contractor/Vendor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
6. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor/Vendor or the Contractor’s/Vendor’s Surety, if applicable, from any liability or obligation imposed upon either or both of them by provisions of this Contract.
7. Any deductibles or self-insured retention’s (SIR) of \$10,000 or greater shall be disclosed by the Contractor/Vendor and are subject to the Authority’s written approval. Any deductible or retention amounts elected by the Contractor/Vendor or imposed by the Contractor’s/Vendor’s insurer(s) shall be the sole responsibility of the Contractor/Vendor. In the event any policy includes an SIR, the Contractor/Vendor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).

8. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.
9. There shall be no liability upon the Authority, public officials, its employees, its authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor/Vendor waives all rights of recovery against the Authority and all the additional insured's for loss or damage covered by any of the insurance maintained by the Contractor/Vendor.
 - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
11. Any type of insurance or any increase in limits of liability not described above which the Contractor/Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor/Vendor.
13. Contractor/Vendor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor/Vendor arising in the course of operations under the Contract. The Contractor/Vendor shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).
14. If working at the Airport, no Aviation or Aircraft related exclusions are permitted on any of the Contractor's/Vendor's insurance policies.

Insurance

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

 - Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form ("Occurrence Form") including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;

- General aggregate limit applying on a per project basis; Where applicable, for limits provided on a per policy basis, contractor/vendor shall be responsible for providing notice of aggregate exhaustion in excess of 50% within 10 days.
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements);
- Coverage for “Resulting Damage”;
- No sexual abuse or molestation exclusion;
- No amendment to the definition of an “Insured Contract”.

2. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
 - For Contractors/Vendors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948

3. Workers’ Compensation insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage, and employer’s liability insurance with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.

This insurance shall include coverage for all of the following:

- United States Longshore & Harbor Workers Act Coverage, where applicable.
- Sole Proprietorships and Officers of a Corporation who will be performing the work.
- Where applicable, if the Contractor/Vendor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Contractor’s/Vendor’s responsibility to provide the Workers Compensation and Employer’s Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

4. Professional Liability (such as, but not limited to, Architects, Engineers, Attorneys, Physicians and Risk Management Consultants). Provide the Authority with a certificate of insurance evidencing Professional Liability and/or Malpractice insurance with minimum limits of \$1,000,000 Per Claim / \$1,000,000 Aggregate with a retroactive date prior to the start of work.

INDEMNIFICATION

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Contractor/Vendor shall protect, defend, indemnify and hold harmless the Authority, its commissioners, agents, servants, employees, and representatives (the "Indemnified Parties") from and against all liability, (including liability for violation of any law or any common law duty), suits, claims, damages, demands losses, and expenses including attorneys' fees, arising in connection with, out of, or resulting from the performance of the work contemplated in this Agreement, including any negligent act, error, or omission by the Contractor/Vendor, its agents, servants, employees, or subcontractors provided that any such liability, suite, claim, damage, demand, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor/Vendor, or any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification. If any judgment shall be rendered against the Authority for which indemnification is provided under this Section, the Contractor/Vendor shall at its own expense satisfy and discharge the same.

In any and all claims against the Indemnified Parties by an employee of the Contractor/Vendor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor/Vendor, or Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

It is expressly agreed and understood that any approval by the Authority of the services performed and/or reports, plans or specifications provided by the Contractor/Vendor shall not operate to limit the obligations of the Contractor/Vendor assumed in this Article or in the other provisions of this Agreement. It is further understood and agreed that the Authority assumes no obligation to indemnify or save harmless the Contractor/Vendor, its agents, servants, employees and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor/Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor/Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor/Vendor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise in law.

These Indemnification provisions shall survive the termination of this contract.

2.0 SCOPE OF SERVICES

The South Jersey Transportation Authority invites proposals from air service consultants' firms to provide air service consulting services on a retainer basis and/or on a project basis.

The successful Proposer will need to provide information which demonstrates a thorough understanding of the requirements of this RFP, including any applicable laws. The Proposer's response must clearly demonstrate the required qualifications, expertise, competence, and capability of providing the services requested. This Scope of Services is general in nature and not intended to be a complete description of the services that may be required by the Authority. If the Proposer deems that additional services may be required in connection with the Authority's programs, then the Proposer should present those additional services and related cost, if any, in its response, and it should note that they are in addition to those required.

The services required of the consultant/firm include but are not limited to the following:

1. Compile and review important characteristics of the airport and the catchment area.
2. Complete true market, passenger demand, leakage, and/or other studies and reports, as needed.
3. Determine appropriate air service development strategies and implementation methods.
4. Identify new route or route expansion opportunities through new or existing carriers.
5. Provide ongoing analysis of air service and routes, including trends in air service, passenger volumes, and airline performance.
6. Gather and provide analysis of alternative data sources.
7. Provide assistance with community support and air service development incentives.
8. Create presentations for community and airline meetings, and attend meetings as requested.
9. On-call services may be requested that are not described above.

Consultants or firms may provide other services that are not listed that could be beneficial to SJTA.

Consultants or firms should be familiar with the Federal Aviation Administration (FAA) and State of New Jersey aviation rules and requirements for Air Service Development.

3.0 REQUIRED COMPONENTS OF THE PROPOSAL

Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to evaluate the Proposer's experience and qualifications, personnel, proposed scope and approach, and any other relevant information. Any information being provided must relate to the specific services needed for this project. Please provide the following:

1. An executive summary of not more than one (1) page identifying and sustaining the basis of the Proposer's contention that it is the best qualified firm to provide the requested services to the Authority.
2. The name, title, business address, email address and telephone number the individual the Authority should contact regarding the Proposal
3. A brief description of the Proposer, its ownership structure and its State of incorporation or formation. Describe Proposer's physical presence in the State of New Jersey, including the number of offices, number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in the Proposer's firm and indicate the percentage of the Proposer's firm that is owned by women and minorities.
4. The anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the services. Each individual's background and resumes should be included, as well as their anticipated respective functions and responsibilities. Sufficient responsible and professional personnel, with complete and capable supporting staff, must be provided to perform the services.
5. Any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of services to the Authority, including but not limited to conflicts with financial advisors, law firms providing services to the State or the Authority and State employees or Authority employees.
6. A description of any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving the Proposer's firm or the owners, principals or employees thereof, along with a description of the nature and status of the matter and the resolution, if any.
7. All of the documents listed in the attached checklist. They must all be submitted in order for a Proposal to be considered responsive to this RFP.
8. A minimum of three (3) relevant client references. Proposer references shall pertain to the nature of work performed, duration of the projects, relationship between the client and the Proposer and other considerations regarding the ability and responsibility of the Proposers that the Authority deems appropriate. Include references that demonstrate ability and qualifications to conduct governmental audits.
9. A fee proposal. The fees shall include all professional, administrative and clerical services and all out-of-pocket expenses including, but not limited to, photocopying, fax, email and computer usage incurred in connection with the completion of the services

required. Travel time or costs are not reimbursable. Regardless of the rate(s) proposed, the Authority will not compensate the Proposer for any administrative or clerical staff time or for travel time. The Proposer should include an hourly rate for any additional air service development-related tasks as authorized by the Authority. Additional expenses may be approved by the Authority in extraordinary circumstances, but such approval must be received before said expenses are incurred. The Authority reserves the right to review and adjust submitted invoices as it deems appropriate.

4.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. The Authority may reject non-responsive proposals without evaluation but may waive minor non-compliance. An Evaluation Committee will evaluate responsive proposals. The Evaluation Committee will have a minimum of five (5) members. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP. Respondents will be evaluated on the following:

1. Experience – Proposer’s capability to provide the service; years in business; relevant air service development experience; knowledge of rules and regulations regarding Air Service Development; experience of and qualifications of key personnel; and knowledge of and experience within the airline and airport industries. Proposer’s experience in the areas listed in the scope of work.
2. Air Service Development Strategy - Proposer must prove success in garnering additional and new air service for previous and existing clients. Proposers must show a comprehensive understanding of Atlantic City International Airport’s air service goals, as well as tactics to achieve those goals.
3. Use of Data Sources - Proposer must demonstrate forward-looking use of traditional data sources and alternative or unique data sources to tell an airport’s and community’s story.
4. Community Support Strategy - Proposers must show proven strategies and success in garnering community support for air service development.
5. Demonstrated Understanding of Airport and Catchment Area - Proposers must exhibit a clear understanding of the airport, and our region/catchment area.
6. Approach to the Services – Evaluation will include quality and soundness of plan, general comprehension of the requirements to provide the specified services and general competence.
7. Experience and Credentials of Project Team – Evaluation will include qualifications and relevant experience of key personnel and the firm’s demonstrated ability to deliver the services required under the RFP. Evaluation will include whether the team members have relevant experience with similar public entities. (Please note the firm will be evaluated based on the experience and qualifications of the entire team. No changes in team composition will be allowed without prior approval of the Authority.)
8. Fees for the Services Provided – Fee proposals for services within this RFP shall be evaluated and compared to fees proposed by other firms to determine which Proposer provides the greatest benefit to the Authority for the stated cost.

5.0 CONTRACT AWARD

The final award will be based on consideration of all information provided as part of the proposal as well as any additional information gathered during the evaluation period, or which may be requested prior to the award.

Upon recommendation of award, the Authority must seek approval of its governing board at a scheduled board meeting. A resolution must be passed by the Board that is subject to the Governor's veto period. Upon expiration of the veto period, the Authority can then award a contract to the successful Proposer(s).