



Request for Proposal 09-X-20290

For: Investment Consulting Firms

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	7/31/08	5:00 PM
Mandatory Pre-bid Conference	NA	NA
Mandatory Site Visit	NA	NA
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	8/28/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.3.6 for more information.)	Status ☐ Not Applicable ☐ Entire Contract ☒ Partial Contract ☐ Subcontracting Only	Category ☒ I ☒ II ☒ III
---	--	---

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Various State Authorities, Agencies, Departments,
and Commissions

Date: July 10, 2008

Table of Contents

NOTICE TO BIDDERS	4
1.0 INFORMATION FOR BIDDERS	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND	5
1.3 ENGAGEMENT PROCESS	5
1.4 KEY EVENTS	6
1.4.1 ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.4.2 SUBMISSION OF BID PROPOSAL	6
1.5 ADDITIONAL INFORMATION	7
1.5.1 ADDENDA: REVISIONS TO THIS RFP	7
1.5.2 BIDDER RESPONSIBILITY	7
1.5.3 COST LIABILITY	7
1.5.4 CONTENTS OF BID PROPOSAL	8
1.5.5 BID OPENING	8
1.5.6 PRICE ALTERATION	8
1.5.7 BID ERRORS	9
1.5.8 JOINT VENTURE	9
2.0 DEFINITIONS	10
2.1 GENERAL DEFINITIONS	10
2.2 CONTRACT SPECIFIC DEFINITIONS	11
3.0 SCOPE OF WORK	12
3.1 USING AGENCY RESPONSIBILITY	12
3.2 REQUIREMENTS	12
3.3 ENTRANCE CONFERENCE	12
3.4 COMMUNICATIONS	12
3.5 EXIT CONFERENCE	13
3.6 WORK SPACE	13
3.7 FRAUD, SUSPICION OF FRAUD, OR RECORDS UNABLE TO BE EVALUATED	13
3.8 LITIGATION SUPPORT	13
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	14
4.1 GENERAL	14
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	14
4.3 NUMBER OF BID PROPOSAL COPIES	14
4.4 BID PROPOSAL CONTENT	14
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	15
4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	15
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL	16
4.4.4 TECHNICAL PROPOSAL	17
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE	18
4.4.6 PRICE SCHEDULE	21
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS	22
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	22
5.2 CONTRACT TERM AND EXTENSION OPTION	22
5.3 CONTRACT TRANSITION	22
5.4 CONTRACT AMENDMENT	22
5.5 CONTRACTOR RESPONSIBILITIES	23
5.6 SUBSTITUTION OF STAFF	23
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	23
5.8 OWNERSHIP OF MATERIAL	24
5.9 DATA CONFIDENTIALITY	24
5.10 NEWS RELEASES	24

5.11 ADVERTISING	24
5.12 LICENSES AND PERMITS	25
5.13 CLAIMS AND REMEDIES.....	25
5.13.1 CLAIMS	25
5.13.2 REMEDIES.....	25
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	25
5.14 LATE DELIVERY	25
5.15 RETAINAGE.....	25
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK	25
5.17 SUSPENSION OF WORK.....	26
5.18 CHANGE IN LAW.....	26
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)	26
5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	26
5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS	27
5.22 FORM OF COMPENSATION AND PAYMENT	27
5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD.....	28
5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07	28
5.23.1 PATENT AND COPYRIGHT INDEMNITY	28
5.23.2 INDEMNIFICATION	28
5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE	29
5.24 CONTRACT ACTIVITY REPORT	29
6.0 PROPOSAL EVALUATION	30
6.1 PROPOSAL EVALUATION COMMITTEE	30
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	30
6.3 EVALUATION CRITERIA	30
6.3.1 TECHNICAL EVALUATION CRITERIA	30
6.3.2 BIDDER'S PRICE SCHEDULE	31
6.3.3 BID DISCREPANCIES	31
6.3.4 EVALUATION OF BID PROPOSALS	31
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	31
7.0 CONTRACT AWARD	33
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	33
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	33
7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS	35
7.2 FINAL CONTRACT AWARD	35
7.3 INSURANCE CERTIFICATES	35
7.4 PERFORMANCE BOND	35
8.0 CONTRACT ADMINISTRATION.....	36
8.1 CONTRACT MANAGER	36
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	36
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	36
ATTACHMENT 1	37
ATTACHMENT 2	38
APPENDIX 1.....	43

NOTICE TO BIDDERS

SET-ASIDE CONTRACTS

N.J.S.A. 52:32-17 and N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one (1) of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State, is independently owned and operated, and has no more than 100 full-time employees.

The program places Small Business into the following categories: (I) those with gross revenues up to \$500,000, (II) those with gross revenues of up to \$5 million, and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with Commerce. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 AM and 5:00 PM at the address below:

NEW JERSEY COMMERCE COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State authorities, agencies, departments, and commissions. The purpose of this RFP is to solicit bid proposals from investment consulting firms to provide various services.

The intent of this RFP is to award contracts to a maximum of five (5) responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered. One (1) of the five (5) contracts awarded is set aside for a small business registered with the State. The five (5) bidders to whom contracts are awarded will be eligible for engagement under this contract in accordance with the engagement process described in Section 1.3 though there is no guarantee of an engagement. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term when deemed by the Director to be in the State's best interest. These contracts are not meant to supersede any specific investment consulting contracts.

The NJ Standard Terms & Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

All State authorities, agencies, departments, and commissions shall be considered collectively as "Using Agencies".

1.2 BACKGROUND

The State engages investment consulting firms that offer information concerning investment consulting, investment trends, best practices, industry standards, and state-of-the-art methodologies.

The independent investment consulting process is fundamental in overseeing public funds, ensuring that appropriate investment policies are set, ensuring that management within those Using Agencies maintain effective internal controls, and ensuring that investment statements are free from material misstatements.

Boards of directors, management, and internal auditors within the Using Agencies each have an important role in their respective investment processes. Directors and management are responsible for the reporting process and internal controls. Internal auditors are responsible for assessing whether internal controls established by management are functioning and effective.

The State does not guarantee the amount of work or the number of investment consulting contracts given to a contractor retained under this procurement.

1.3 ENGAGEMENT PROCESS

Each Using Agency will engage a contracted investment consulting firm in accordance with the Using Agency's needs and the following process.

The scope of work and request for competitive price quotes for each investment consulting contract shall be developed on an individual basis as requested by a Using Agency. The request shall be sent from the Using Agency to the contractor(s).

Prior to an engagement, the Using Agency shall determine whether the intended contractor has a conflict with regard to the entity being assisted with investment consulting services. If a contractor is not able to participate in a specific investment consulting contract due to a conflict of interest or scheduling, it shall decline the request for a competitive quote in writing to the requesting Using Agency.

For each request, a contractor without a conflict of interest or scheduling shall respond to the Using Agency within five (5) business days with the following:

- A detailed proposal to perform the scope of work reflecting the requirements of the engagement for competitive price quotes
- A contract schedule that identifies the associated deliverable items to be submitted as evidence of completion of each task and/or sub-task
- A comprehensive chart showing the person-hours proposed to meet the requirements of the request for competitive quotes. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the request for competitive quote. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours by labor category proposed to complete the contract. The hourly rates used for each labor category shall be the all-inclusive hourly rates specified in the contract.

After receipt of all submissions, the Using Agency shall review them and select one based on price and other factors. The Using Agency shall notify all bidders of the engagement selection.

1.4 KEY EVENTS

1.4.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept from all potential bidders electronic questions and inquiries submitted via the Current Bid Opportunities webpage or through <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders shall not contact the Using Agency directly, in person, by telephone, or by e-mail concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date. Further information is in Section 1.4.1.

1.4.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
P.O. BOX 230
33 WEST STATE STREET
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau are at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Bidders using US Postal Service regular or express mail services should allow additional time since these deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. The Purchase Bureau will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, the Current Bidding Opportunities webpage or <http://ebid.nj.gov/QA.aspx> may be used.

1.5 ADDITIONAL INFORMATION

1.5.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:
<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore, interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.5.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable of the requirements of this RFP.

1.5.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.5.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a best and final offer, bid proposals will not be made public until the letter of intent to award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder shall clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business, (2) the extent to which it is known by employees and others involved within the business, (3) the extent of the measures taken by the firm to guard the secrecy of the information, (4) the value of the information to the firm and its competitors, (5) the amount of effort or money expended by the firm in developing the information, and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder shall commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal and should accompany the bidder's submission of the bid proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.5.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.5.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change, including white-outs, shall be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.5.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable, that the mistake relates to a material feature of the contract, that the mistake occurred notwithstanding the bidder's exercise of reasonable care, and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit for handling. A record of the complaint also will be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and be sent to the following address:

Department of the Treasury
Purchase Bureau
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

During a bid evaluation process, if an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.5.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – A rate comprised of all direct and indirect costs including, but not limited to, overhead, fee or profit, clerical support, travel expenses, per diem expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm, Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – As set forth in Section 8.0, the individual responsible for the approval of all deliverables in the Scope of Work.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, whereby the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract while retaining full responsibility for the performance of all its (the contractor's) obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency(ies) – The entity(ies) for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Participant – An eligible individual who is enrolled in a plan.

3.0 SCOPE OF WORK

3.1 USING AGENCY RESPONSIBILITY

The Using Agency shall provide the contractor with a written scope of work regarding the type of investment consulting being requested.

3.2 REQUIREMENTS

The contractor shall examine the financial statements and other information presented by the Using Agency and provide the highest quality investment advice and practical solutions.

The contractor shall assist with any aspect of institutional investing, from strategy, structure and implementation through ongoing portfolio management, as requested. This may include, but not be limited to:

- Assets and liabilities evaluation
- Comparing investment strategies to objectives and outcomes
- Defined contributions
 - Investment
 - Contribution and benefit adequacy
 - Member communication
 - Service delivery
 - Control of operational risk
- Financial analysis and risk management
- High quality research and advice
- Retirement plans
 - Strategic planning
 - Risk management
 - Controlling investments long term
- Setting investment objectives

3.3 ENTRANCE CONFERENCE

An entrance conference or engagement meeting shall be held between the contractor and State Contract Manager and/or other members of the Using Agency to discuss in detail the scope and purpose of the investment consulting.

3.4 COMMUNICATIONS

The contractor shall prepare preliminary, progress, and final reports as requested by the State Contract Manager. These reports shall be in a format approved in advance by the State Contract Manager. The timing of submission of these various reports shall be agreed upon in advance by the contractor and the State Contract Manager.

The contractor shall preside, moderate, and/or present at various meetings as requested by the State Contract Manager at the Using Agency.

3.5 EXIT CONFERENCE

Upon completion of the investment consulting and prior to submittal of the final report or at any other time so designated by the State Contract Manager or deemed necessary by the contractor, the contractor shall meet with the State Contract Manager and/or other members of the Using Agency to discuss and evaluate results.

3.6 WORK SPACE

The Using Agency may arrange for and provide office space, including the use of office and communications equipment, to the contractor's employees.

3.7 FRAUD, SUSPICION OF FRAUD, OR RECORDS UNABLE TO BE EVALUATED

Upon suspicion or recognition of fraud, major investment system deficiencies, or material misstatements of accounts, the contractor shall immediately, within one (1) working day, contact the State Contract Manager. No further work shall be performed relating to these items unless instructed to do so by the State Contract Manager. The contractor may be required to provide a written report detailing the nature of the findings in these situations.

3.8 LITIGATION SUPPORT

Litigation support is not included in the bid price. The contractor shall provide expert testimony when necessary regarding any litigation resulting from investment work done as part of this contract. Expert testimony support shall be provided at the hourly rates and by the labor titles listed on the contractor's bid proposal Price Schedule.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its bid proposal.

Bid proposals shall not contain uniform resource locators (URLs), i.e., the global address of documents and other resources on the world wide web, or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP Signatory Page found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit four (4) full, complete, and exact copies and one (1) unbound, complete and exact copy of the original proposal.

In addition, the bidder should submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). The content should be located behind each tab, as follows:

- Section 1 - Forms (Sections 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Price Schedule (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. The Signatory Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Whether the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to comply will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints, or other administrative proceedings involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may register with the Division of Revenue or obtain a copy of an existing Business Registration Certificate at www.nj.gov/njbgs.

Section 1.1 of the Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml> contains additional information.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information Report or a copy of a Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned affirmative action program. If the bidder has neither document of affirmative action evidence, the bidder must complete the Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

4.4.3.3 SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed Source Disclosure Certification Form located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. Section 7.1.2 of this RFP contains additional information.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders should complete the attached Notice of Intent to Subcontract Form found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x20204.shtml> to advise the State whether a subcontractor will be used to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

4.4.3.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to use a subcontractor, the Subcontractor Utilization Form found at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml> should be completed and submitted with the bid proposal.

If requested by the State, the bidder must submit the Form within seven (7) business days of the initial request.

4.4.3.6 SMALL BUSINESS SET-ASIDE CONTRACTS

One (1) of the five (5) contracts to be awarded is set aside for a category I, II, or III small business registered with the State. The small business bidder shall be registered as a qualifying small business with Commerce by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

IMPORTANT NOTE: EVEN INCUMBENT CONTRACTORS AND/OR THOSE THAT HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM NEED TO BE SURE OF REGISTRATION WITH COMMERCE ON THE DAY OF BID RECEIPT AND OPENING UNDER THE SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE BIDDER MAY CALL COMMERCE AT (609) 292-2146 TO DETERMINE REGISTRATION STATUS.

Four (4) of the five (5) contracts to be awarded are set aside for bidders with subcontracting goals for small businesses. These bidders should include in their bid proposal a completed and signed Notice of Intent to Subcontract Form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. Bidders intending to use subcontractors also should include a completed and signed Subcontractor Utilization Plan Form located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. Failure to submit the Forms within seven (7) days of the State's request may result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact Commerce at (609) 292-2146.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 Scope of Work. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information.

The bidder shall provide a copy, appropriately edited to protect confidentiality, of a typical report the bidder prepares for clients receiving services similar in nature to those requested in this RFP. If the bidder provides a customized report design for this proposal, it shall be provided in addition to a copy of a typical report the bidder prepares for clients receiving services similar in nature to those requested in this RFP and a description of the customization and the reason(s) for that customization.

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control, and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, and status reports.

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

Only full time permanent members of the firm shall be used during the term of this contract.

The bidder should identify staff by resume and experience in accordance with the following professional skill classifications. An all-inclusive hourly rate shall be listed for each listed job category in the Price Schedule ([Section 4.4.6](#)).

- 1) Senior Manager – A senior manager is one who has ownership in or is an officer of the firm. This person possesses an extensive knowledge of investment consulting, is acutely aware of financial market factors, and makes decisions that are generally of a long-term nature. This individual is charged with the overall and strategic management of the investment consulting engagement.
- 2) Middle Manager - This classification of staff reports directly to senior management. A middle manager carries out the decisions made by senior management. This person also has specialized understanding of certain senior managerial tasks. Qualifications include extensive investment experience and managerial ability. This individual is responsible for the direct management of complex issues including the technical review of investments and technical research of complex financial issues affecting specific investments.
- 3) Lower Manager/Staff – The decisions of a lower manager or staff person are generally of a short term nature. A lower manager ensures that the decisions and plans of middle and senior management are accomplished. The educational background required is a bachelor's degree with a major in finance, accounting, or a related field from an accredited college or university and at least three (3) years of career experience with investment firms.

- 4) Support Personnel – This person acts to assist others in the firm to conduct their work with greater efficiency. This may be an administrative assistant, clerk, or other person with limited decision making authority.

Each bidder shall segment its employee skill classifications into the above-noted four (4) categories. If the title differs in the bidder's organization, that title should be listed in parenthesis after the particular category. It is not necessary for a bidder's firm to possess all four (4) classifications.

4.4.5.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the contact individual.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory, and other key personnel (including sub-contractor's management, supervisory, and/or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format ([Attachment 1](#)) emphasizing the relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required in this RFP.

Resumes should:

- Clearly identify the individual's previous experience in completing similar contracts.
- Record beginning and ending dates for each similar contract.
- Offer a description of the similar contract and demonstrate how the individual's work on the completed contract relates to the individual's ability to successfully contribute in providing the services required by this RFP.
- Include the name, address, and telephone number of each reference with respect to each similar contract.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the contract, the bidder shall include a recruitment plan for such personnel. This plan must demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff who may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the term of the contract.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS

The bidder should provide a comprehensive listing of contracts that it has successfully completed as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The following represents a bidder's minimum qualifications:

- 1) Experience
The bidder should have substantial experience in performing the services described in the Scope of Work (Section 3.0) in the public sector for large investment plans.
- 2) Documentation
The bidder should provide a list of its experience during the past five (5) years and document its research capabilities to provide the level of services requested.
- 3) Quantitative Minimums
The minimum experience required should consist of comparable work experience, and each engagement should have plans with assets of not less than fifty (50) million dollars.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements including a balance sheet, income statement, statement of cash flow, and all applicable notes for the two (2) most recent calendar years or the bidder's two (2) most recent fiscal years. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the bid proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTORS

Should the bidder choose to use a subcontractor(s) and fail to meet the small business subcontracting targets ([Notice to Bidders](#)), the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to use a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s) (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder should provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel who demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The Price Schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

The bidder shall report on the Price Schedule an all-inclusive hourly rate for each listed job category found in [Section 4.4.5](#) Organizational Support and Experience.

The bidder also shall report on the Price Schedule an all-inclusive hourly rate for senior manager and middle manager in the event the investment consultant's professional expertise is necessary for purposes of litigation.

The bidder shall present its prices in the Price Schedule based on the work required in the potential engagement for Retirement Plan Consulting described in [Attachment 2](#). All items requested for inclusion in accordance with Number 11. Minimum Qualifications of Attachment 2 also shall be included in this Section of the bid proposal.

Should the bidder become one (1) of the five (5) investment consulting firms awarded a contract as a result of this RFP, the prices bid for the potential engagement shall be those used and shall remain in effect throughout the duration of the contract award for any project undertaken for a Using Agency.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07/27/07, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's bid proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five (5) years. The anticipated Contract Effective Date is provided on the Signatory Page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of up to one (1) year each by mutual written consent of the contractor and the Director at the same terms, conditions, and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract for delivery no more than forty-five (45) days after contract expiration.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services, or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory, or key personnel, the contractor shall identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor, or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract, shall be and remain the property of the State and shall be delivered to the State upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal, otherwise the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel, and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale, or offering of this data in any form by the contractor or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract for cause in accordance with Section 3.5 of the Standard Terms and Conditions. If the contractor fails to perform any service or provide any commodity required under this contract, the Director may acquire such services or commodities from another source by any available means. The contractor shall be liable for any such additional cost. The contractor shall remit any such additional cost to the State within thirty (30) days of notice from the State.

5.14 LATE DELIVERY

The contractor must immediately advise the Using Agency's Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

Not applicable to this procurement.

5.20 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

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

- a) 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, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality, 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 contracting officer setting forth the provisions of this nondiscrimination clause;
- b) 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, gender identity or expression, disability, nationality, or sex;
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which he 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."

5.21 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present to the State Contract Manager a written proposal to perform the additional work. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward it to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State's Office of Management and Budget and Office of Information and Technology.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.22 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide on a monthly and cumulative basis an accounting in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This accounting shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices also must be submitted for any special projects, additional work, or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.22.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.23 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07/27/07

NJ Standard Terms and Conditions version 07/27/07 are located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

5.23.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07/27/07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a) The contractor shall hold and save the State, its officers, agents, servants, and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract.
- b) The State agrees (1) to promptly notify the contractor in writing of such claim or suit, (2) that the contractor shall have control of the defense of settlement of such claim or suit, and (3) to cooperate with the contractor in the defense of such claim or suit to the extent that the interests of the contractor and the State are consistent.
- c) In the event of such claim or suit, the contractor, at its option, may (1) procure for the State the legal right to continue the use of the product, or (2) replace or modify the product to provide a non-infringing product that is the functional equivalent.

5.23.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07/27/07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor,

2. The contractor's breach of its obligations of confidentiality, and
3. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07.

The contractor shall not be liable for special, consequential, or incidental damages.

5.23.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 07/27/07 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.24 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, bidder contact with the State is still not permitted

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau Procurement Specialist will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

6.3.1 TECHNICAL EVALUATION CRITERIA

- A) The bidder's general approach and plans in meeting the requirements of this RFP.
- B) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E) The overall ability of the bidder to mobilize, undertake, and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory, and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the

bidder's management, supervisory and other staff proposed, and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Schedule located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

The total bid price shall be based on the potential engagement for retirement plan consulting found as [Attachment 2](#).

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.4 EVALUATION OF BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director awards to those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State, pursuant to N.J.S.A. 52:34-12(f), shall negotiate one (1) or more of the following contractual issues: the technical services offered, the terms and conditions, the price of a proposed contract award with any bidder, and/or BAFO from one (1) or more bidders.

Initially, the Evaluation Committee shall conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. Any revised technical proposal that does not continue to satisfy all mandatory requirements shall be rejected as non-responsive and the original technical proposal shall be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original shall be rejected as non-responsive, and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee shall complete its evaluation and recommend to the Director for award those responsible bidders whose bid proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, correspondence with bidders related to any request for negotiation or BAFO, revised technical and/or price proposals, the Evaluation Committee Report, and the Award Recommendation shall remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 - 25 on March 22, 2005 the ("Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this Section are material terms of any contract resulting from this RFP.

7.1.1.1 DEFINITIONS

For the purpose of this Section, the following shall be defined as follows:

a) Contribution – A contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.) and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – A natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than ten (10) percent of the profits or assets of a business entity or ten (10) percent of the stock in the case of a business entity that is a corporation for profit, as appropriate, (ii) any subsidiaries directly or indirectly controlled by the business entity, (iii) any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, and (iv) that person's spouse or child residing in the same household if a business entity is a natural person.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received, (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee, (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation, (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees, (vii) engage in any exchange of contributions to circumvent the intent of the Legislation, or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

- a) The State shall not enter into a contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500 if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.
- b) Prior to awarding any contract or agreement to any business entity, the business entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the business entity and reporting all contributions the business entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Procurement Specialist, the Certification and Disclosure Form within five (5) business days of the State's request. Failure to submit the required Forms shall preclude award of a contract under this RFP as well as future contract opportunities.
- c) Further, the contractor, on a continuing basis, shall report any contributions it makes during the term of the contract and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or designee shall review the disclosures submitted by the contractor pursuant to this Section as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee prior to award or during the term of the contract, If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, Section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine whether filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20290.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

A contract award shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that purchase orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables, and approving payment vouchers. The State Contract Manager is the person whom the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

A contract user unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

ATTACHMENT 1

Resume Format

Name:

Present Title:

Role for this Project: *Proposed role for the subject contract.*

Experience Summary: *Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, or conversion planning. For each type of experience, the number of years of experience must be identified.*

Job A:

Employed from (month/year) to (month/year):

Title:

Employer name, phone number, fax number and/or e-mail address:

Employer address:

Specific Project A:

Customer name:

Current telephone number, fax number and/or e-mail address:

Brief project description:

Time period individual assigned to project:

Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background

School name (post-secondary education):

Location:

Type and date of degree received:

Specialized Training

Type of training and dates attended (months/year):

References:

Provide the following information for each of two (2) references.

Name:

Position:

Current telephone number, fax number and/or e-mail address:

Relationship:

ATTACHMENT 2

RETIREMENT PLAN CONSULTING

Potential Engagement

Scope of Work

1. Purpose and Intent

This Request for Proposal (RFP) is issued by the Department of the Treasury, Division of Pensions and Benefits (DPB). The purpose is to solicit bid proposals from investment consulting firms for one (1) contractor to provide general employee benefit and investment advisory services, particularly for the State Employees Deferred Compensation Plan (457(b) Plan).

2. Background

The Deferred Compensation Plan (Plan) was established by N.J.S.A. 51:18A-163 et seq. and is available to State employees as well as employees of an eligible State agency, authority, commission or instrumentality.

The Plan is operated under the control of the New Jersey State Employees Deferred Compensation Board (Board). The Board does not directly administer the Plan. The Board has delegated the administration of the Plan to the Department of the Treasury, Division of Pensions and Benefits where a staff equivalent of five (5) employees is charged with oversight of the Plan's day-to-day operation. The Division of Pensions and Benefits manager and staff conduct general supervisory activities of third-party administrators, advisors, and/or accountants that are hired and provide program support between the Board and other related parties.

The Board has designated the Department of the Treasury, Division of Investment as the named fiduciary for the investment of funds under the plan. The Division of Investment manages four (4) investment options, which have been closed to new investments since January 1, 2006. These four (4) investments are the:

- DCP Bond Fund
- DCP Equity Fund
- DCP Money Market Fund
- DCP Small Cap Equity Fund

Assets in these four (4) investment options total approximately \$1 billion; 47% of total Plan assets. An additional twenty-three (23) investment options were opened to investment as of January 2, 2006. These new investment options account for approximately \$1.1 billion in Plan assets. A schedule of all investments is shown in [Appendix 1](#).

3. Existing Advisors and Administrators

General record keeping, overall administration, stable value investment management services, and preparation of both participant and plan financial statements are the primary responsibility of Prudential Retirement (Prudential), the plan administrator. Prudential is a division of Prudential Insurance Co. of America and is headquartered in Newark, New Jersey. Prudential's contract expires February 25, 2009, and the firm has an option to extend the contract through February 25, 2012.

The State also has a contract with KPMG, LLP to audit and issue opinions concerning the financial statements of the retirement plans.

4. Overview of Retirement Plan Consulting

The contractor shall:

- A) Offer general employee benefit and investment advisory services to the Trustees of the Board and the Director, Division of Investment, especially the supplemental retirement plans under their authority and supervision: the 457(b) plan.
- B) Submit quarterly investment performance reports that shall be completed within forty-five (45) days of the calendar quarter end. These reports shall be at least equivalent in scope to the report example(s) submitted according to Section 4.4.4 Technical Proposal of this RFP as part of the bid proposal or shall be other periodic analytical reports of performance that would provided a substantially similar service.
- C) Attend all Board meetings and Investment Committee meetings, prepare and coordinate annual Board planning meetings, research, advise for no more than four (4) investment searches per year, and assist with participant communications.
- D) Deliver an annual report and in-depth evaluation of investment options and products, as well as possible candidates for addition, removal, or substitution in the plans. The first such review shall be for the investment options and products as of December 31, 2008 and delivered by March 31, 2009 or ninety (90) days following contract award, whichever is later. Subsequent reports shall be provided as of December 31 for each year of the contract and delivered by the following March 31 or the contract end date, whichever occurs first.

5. Investment Advice

Upon award of the contract, the contractor shall meet promptly with the Board to adapt a work plan and to provide investment performance evaluations for the quarter ended June 30, 2008 to be delivered in advance of a presentation at the full Board's regularly scheduled meeting on or about August 12, 2008 or the next regularly scheduled meeting occurring ninety (90)-days following contract award, whichever is later. Subsequent evaluations shall be compiled, delivered, and presented at regularly scheduled meetings of the full Board at six (6)-month intervals for the duration of the contract.

6. Annual Report

The contractor shall provide an annual report, including an in-depth evaluation of approved investment options and products, as well as possible candidates for addition, removal, or substitution in the retirement plans. The first review shall be for the investment options and products as of December 31, 2008 and be delivered by March 31, 2009 or ninety (90)-days following contract award, whichever is later. Subsequent reports shall be provided as of December 31 for each year of the contract and be delivered by the following March 31 or the contract end date, whichever occurs first.

7. General Consulting

General consulting hours are expected to approximate 100 hours per year. The contractor shall commit appropriate expertise for the time necessary to complete an assignment. The contractor shall support the Board's annual planning conference in preparation, moderating as necessary, and summarizing in a written report within ten (10) business days the results of the conference.

The contractor shall offer professional consulting and technical services during plan operations, including, but not limited to:

- A) Providing industry related analysis of current events with potential impact on the plan
- B) Performing research and providing recommendations and evaluation of new investment vehicles, options, and strategies
- C) Conducting ongoing general review of plan administration to advise the Board on a continual basis of the general stability of its arrangements and the performance thereof compared to the standards of the trade
- D) Commenting and drafting assistance for participant communication materials
- E) Commenting and drafting assistance on such plan amendments or request for determination letters/rulings as may be necessary or appropriate
- F) Offering recommendations concerning tax, securities, and other regulatory requirements necessary for the plan to continue its tax favored status
- G) Providing analysis and opinion of financial institutions over and above that of the standard rating services such as Moody's, Standard & Poor's, etc.

8. Investment Policy

The contractor shall ensure that the investment policy is composed and maintained to reflect the applied criteria for the categorization, selection, and de-selection of mutual funds, managers, and/or other applicable investment options, services, and products.

9. New Product Evaluation

The contractor shall provide advice concerning proposed new investment products or changes to existing levels of service proposed by the Plan Administrator or the Board.

10. Contract Compliance Review

The contractor shall meet within two (2) weeks of contract award with the Board to adapt a work plan, and to provide semi-annual reviews of the Plan's Third-Party Administrator's performance of administrative services under the terms of the Plan's contract with that administrator. The review shall be performed for the close of the twelve (12)-month period ending June 30, 2008 and shall be delivered in advance of a presentation at the full Board's regularly scheduled meeting on or about August 12, 2008. Subsequent reviews shall be compiled, delivered, and presented at regularly scheduled meetings of the full Board at six (6)-month intervals for the duration of the contract.

11. Minimum Qualifications

- A) The contractor should have experience in performing the services in the public and private environment for large pension plans, preferably contributory plans. This experience should be defined with regard to:
 - 1) Type of plan; i.e., 457(b), 401(k), and/or 403(b)
 - 2) Size of plan, i.e., assets and number of participants per plan
 - 3) Extent of public and private plan experience

- B) The contractor should present comparable assignments with at least two (2) plans of the types indicated above (A 1) and each engagement should have plans with assets of not less than fifty (50) million dollars.
- C) The contractor should provide a list of engagements during the past five (5) years including but not limited to:
 - 1) Plan type
 - 2) Plan size
 - 3) Number of participants covered
 - 4) Number of investment options
 - 5) Number of participants on payout
 - 6) Frequency of asset transfers permitted
 - 7) Documentation of research capabilities to provide the level of services requested

12. Bid Proposal Evaluation and Bidder Assessment

Once during the contract period but beginning not later than in calendar year 2011, the contractor shall assist the Using Agency, such as the Division of Pensions and Benefits or the Division of Investment, in:

- A) Drafting one (1) or more RFPs for the procurement of administration, recordkeeping, educational services, and/or investment management services related to the Plan
- B) Assessing the quality and depth of recordkeeping and administration services, including the adequacy of communication, education, and customer service capabilities, and assessing the quality, depth, and breadth of investment options offered by bidders submitting proposals in response to the aforementioned RFPs
- C) Preparing and providing a summary of the positive and negative aspects of each bidder's technical proposal
- D) Preparing and providing an assessment of each bidder's capabilities to meet the requirements of the RFPs
- E) Meeting with the Using Agency to present and review results

13. Price Evaluation

Once during the contract period but beginning not later than in calendar year 2011, the contractor shall assist the Board's evaluation committee in evaluating prices offered by those firms submitting bid proposals in response to the RFPs referenced in Section 12.

14. Bidder Selection and Interviews

Once during the contract period but not later than calendar year 2011, if deemed necessary by the Board, assist the Board's evaluation committee in:

- A) Conducting finalist interviews and negotiating best and final offers with those firms submitting bid proposals in response to the RFPs referenced in Section 8.
- B) Providing the Board's evaluation committee with an assessment of pricing and documenting areas of opportunities to negotiate reductions

- C) Developing questions for the interviews
- D) Attending negotiating sessions and assisting the Using Agencies in this process
- E) Providing an assessment of when best pricing has been received

Appendix 1

Plan Assets as of May 30, 2008

<u>Asset Class & Fund</u>	<u>Balance</u>
Stable Value	
DCP Stable Value Fund	\$ 337,980,494
Fixed Income - Money Market	
DCP Money Market Fund	121,739,728
Fixed Income - Intermediate Bond	
DCP Bond Fund	129,228,180
Fixed Income - Domestic	
Core Bond Enhanced Index/PIM Fund	104,216,897
Core Plus Bond/PIMCO Fund	22,113,802
Balanced - Specialty	
Vanguard Wellesley Income Fund (Investor Shares)	21,924,772
Large Cap Stock - Value	
Hotchkis and Wiley Large Cap Value Fund (Class A Shares)	7,988,294
Large Cap Value/LSV Asset Management Fund	128,597,942
Large Cap Stock - Blend	
BlackRock Lg Cap Core Fd	6,446,724
Calvert Social Investment Fund (CSIF) Equity Portfolio	1,258,109
DCP Equity Fund	459,777,810
Large Cap Blend / Victory Fund	2,334,656
Large Cap Blend Enhanced Index / QM Fund	60,956,133
Vanguard Institutional Index Fund -Institutional Shares	11,735,720
Large Cap Stock - Growth	
Fidelity Contrafund	33,291,345
Large Cap Growth / Turner Investment Partners Fund	114,369,102
The Growth Fund of America	17,142,201
Mid Cap Stock - Value	
Mid Cap Value / CRM Fund	34,941,198
Third Avenue Value Fund	24,799,670
Mid Cap Stock - Blend	
Mid Cap Blend Enhanced Index - QM Fund	19,045,686
Mid Cap Stock - Growth	
Alger Midcap Growth Institutional Fund (Class I Shares)	19,594,671
Small Cap Stock - Value	
DCP Small Cap Equity Fund	171,706,614
Small Cap Value/Munder Capital Fund	44,687,915
Small Cap Stock - Growth	
Small Cap Growth/Granahan Fund	50,615,530
International Stock - Blend	
EuroPacific Growth Fund	20,439,272
International Equity/Julius Baer Fund	109,611,876
International Stock - Global/International	
Dodge & Cox International Fund	44,366,410
	\$2,120,910,751