

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS / PROPOSALS

For

### INVESTMENT/CASH MANAGEMENT CONSULTING SERVICES

(2016-RFQ/P-051)

#### ATTACHMENTS & EXHIBITS DETAIL

The ATTACHMENTS contained herein are for informational purposes and are provided to assist the Proposer in preparing its proposal response.

#### ATTACHMENTS:

Attachment A	INVESTMENT/CASH MANAGEMENT CONSULTING SERVICES “Scope of Services /Deliverables”
Attachment B	Compliance Requirements (see “Exhibits” section below for specific information regarding each area of compliance required of this RFQ/P.)
Attachment C	“NJEDA Investment Policy-Fixed Income Managed Accounts”
Attachment D	“NJEDA Investment Policy-Retiree Benefit Trust”
Attachment E	“Sample Report Formats”

#### ~ IMPORTANT ~

The EXHIBITS contained herein represent the various documents and forms that are required by this RFQ/P. Those documents listed as MANDATORY must be completed, signed and returned with the RFQ/P proposal. All other EXHIBIT’s listed below can be submitted with the RFQ/P proposal, but must be submitted prior to the date of contract award, by the successful Proposer

#### EXHIBITS

Exhibit A	EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION
Exhibit B	“EMPLOYEE INFORMATION REPORT” - (Form AA-302)
Exhibit C	“CERTIFICATE OF EMPLOYEE INFORMATION REPORT”
Exhibit D	“LETTER OF FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL”
Exhibit E	SAMPLE NEW JERSEY “BUSINESS REGISTRATION CERTIFICATE”
Exhibit F	“BUSINESS REGISTRATION INSTRUCTIONS”
Exhibit G	“SOURCE DISCLOSURE CERTIFICATION” FORM - (Public Law 2005, c. 92 and N.J.S.A. 52:34-13.2.) <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit H	“SET ASIDE INFORMATION” FORM
Exhibit I	“SET ASIDE COMPLIANCE CERTIFICATE”
Exhibit J	“SIGNATORY PAGE” - <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit K	“TWO (2) YEAR VENDOR CERTIFICATION and DISCLOSURE OF POLITICAL CAMPAIGN CONTRIBUTIONS” FORM (Public Law 2005, c. 51)

Exhibit L	SPECIMEN FORM OF “PROFESSIONAL SERVICES CONTRACT”
Exhibit M	RESERVED
Exhibit N	RESERVED
Exhibit O	RESERVED
Exhibit P	“OWNERSHIP DISCLOSURE” FORM (N.J.S.A. 52:25-24.2) - <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit Q	“DISCLOSURE OF INVESTMENTS IN IRAN” FORM - <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit R	“FEE SCHEDULE” - <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit S	RESERVED
Exhibit T	RESERVED
Exhibit U	“DISCLOSURE OF INVESTIGATIONS & ACTIONS INVOLVING BIDDER” FORM - <b>MANDATORY WITH THE PROPOSAL</b>
Exhibit V	“CLIENT ASSET SUMMARY” – <b>MANDATORY WITH PROPOSAL</b>
Exhibit W	“CLIENT ANNUAL PERFORMANCE” - <b>MANDATORY WITH PROPOSAL</b>

**ATTACHMENT A**  
**INVESTMENT/CASH MANAGEMENT**  
**CONSULTING SERVICES**

(2016-RFQ/P-051)

**SCOPE of SERVICES / DELIVERABLES**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
INVESTMENT/CASH MANAGEMENT  
CONSULTING SERVICES  
(2016-RFQ/P-051)**

**SCOPE OF SERVICES/DELIVERABLES:**

The New Jersey Economic Development Authority (“EDA”) is seeking one (1) qualified firm to manage two (2), separate portfolios of securities, as further detailed below, pursuant to the Authority’s existing investment guidelines, copies of which are included herein, *Attachments C & D – Investment Policies*.

On a tax exempt basis, the successful firm will provide discretionary investment advisory advice and portfolio & cash management services for two (2) different investment portfolios:

- (a) Fixed Income – Managed Investment Portfolio Account;
- (b) Retiree Benefit Trust Portfolio

This RFQ/P requires that the successful Consultant Firm utilize the Authority’s selected Custodian(s) for the two (2) types of managed investment accounts contained herein. If for any reason, during the contract term, the Authority determines it needs to change one or both of the Custodians, the successful vendor will be notified in writing and required to transfer the funds to the Authority’s newly selected Custodian(s).

The Authority’s current 3<sup>rd</sup> Party Custodians for these two accounts are:

- (a) **Wells Fargo Bank** - Fixed Income, Managed Investment Portfolio Account;
- (b) **Bank of New York/Mellon** - Retiree Benefit Trust.

All quoted pricing submitted for this RFQ/P must reflect the cost of utilizing the Authority’s above named, 3<sup>rd</sup> Party Custodians.

**EDA Investment Portfolio & Banking Information:**

The successful Investment Management Consulting Firm will primarily work with the Authority’s Controller and staff, unless otherwise noted.

The New Jersey Economic Development Authority currently holds approximately \$ 253 million, in a Fixed Income managed portfolio and Retiree Benefit Trust. The aggregate value of these portfolios is not static and may increase with capital infusions or decrease as funds are expended for initiatives and projects.

Integral components of this RFQ/P are the EDA’s Investment Policy, as it relates to the different portfolios. **See Attachment C for the Fixed Income- Managed Accounts Investment Policy and Attachment D for the Retiree Benefit Trust Investment Policy.** All work performed per the contract shall be in accordance with Attachments C & D – Investment Policies.

Detailed below are the composition of the two (2) specific portfolios, for the fiscal year ending December 31, 2015.

**A. FIXED INCOME MANAGED PORTFOLIO:**

*(See Attachment C for the Fixed Income- Managed Accounts Investment Policy)*

At the end of December 2015, the Authority's Fixed Income Managed Securities, having a value of approximately \$222 million, were allocated based on market value, as follows:

- 50.0% US Treasuries
- 24.2% US Agencies (FHLMC, FHLB, FFCB)
- 21.9% Corporate Bonds
- 3.8% Municipals
- 0.1% Short term Bond Fund

and laddered as follows:

- 32.8% Less than (1) year
- 37.3% 1 – 2 years
- 29.9% 2 – 5 years
- 1.45 years Portfolio average maturity

With returns of:	Fair Value	Cost Basis
• Annualized return-month	0.87%	0.92%
• Annualized return net of fees	0.93%	0.83%
• Annualized return YTD net of fees	0.60%	0.77%

**B. RETIREE BENEFIT TRUST PORTFOLIO:**

*(See Attachment D for the Retiree Benefit Trust Investment Policy).*

The New Jersey Economic Development Authority also maintains a Retiree Benefit Trust Portfolio, whose sole purpose is to provide funding for post-employment healthcare insurance premiums for eligible participants and beneficiaries of the Authority's postemployment healthcare plan. The Trust currently holds \$31.2 million (as of 12/31/2015) in fixed income managed securities, which are allocated in a manner similar to the Managed Portfolio and are in addition to the managed funds held by the Authority and detailed previously in this section. The investment objectives of the Trust are similar, but not identical, to those of the Managed Portfolio. The composition of the Trust is detailed below.

At the end of December 2015, the Authority's EBT securities were allocated based on market value, as follows:

- 48.7% US Treasuries
- 25.3% US Agencies (FNMA, FHLMC, FHLB, FFCB)
- 19.8% Corporate Bonds

- 4.5% Municipals
- 1.7% Short term Bond Fund

and laddered as follows:

- 19.2% Less than (1) year
- 15.2% 1 – 2 years
- 54.8% 2 – 5 years
- 10.8% 6 – 10 years
- 2.68 years Portfolio average maturity

With returns of:	Fair Value	Cost Basis
• Annualized return-month	1.76%	1.36%
• Annualized return YTD net of fees	0.60%	0.77%

## 1. Deliverables:

The Vendor shall supply as outlined, herein and as may be amended by law to perform, all of the Investment/Cash Management Consulting Services. Listed below are the **MINIMUM** service requirements the Proposer must possess, demonstrate and supply, in order to be considered for a contract award.

At a minimum, the Vendor shall be required to submit the following information/documentation at the intervals specified or may be deemed appropriate by the Authority:

### **A. DAILY REQUIREMENTS:**

- Provide online access to approximately (4) NJEDA users regarding all daily account transactions and holdings.
- Communication response to both verbal and/or written/e-mailed inquiries should be within 2 hours of receipt. All verbal responses are to be followed up in writing.

### **B. WEEKLY REQUIREMENTS:**

- Two (2) Weekly Reports shall be provided every Friday by 10:00am.
  - a. Weekly Report #1 – “Projected Cash Activity” and;
  - b. Weekly Report #2 – “Weekly Economic Update”

Current format samples for each Weekly Report are in “Attachment E-Sample Report Formats” and is the minimum information the Authority requires. Submit a sample report format you would provide.

### **X. MONTHLY REQUIREMENTS:**

- XI. Three (3) Monthly Reports must be submitted by the 3rd business day of the subsequent reporting month, detailing assets, income accruals, account expenses, pending trades, and purchase/sale/maturity detail.

Current format samples for each Monthly Report are in “Attachment E-Sample Report Format” and is the minimum information the Authority requires. Submit a sample report format you would provide.

**D. ANNUAL REQUIREMENTS:**

- Conduct an annual asset allocation review and portfolio structure review meeting by key staff who are familiar and assigned to the account (i.e. Sr. Manager & Account Manager). Provide a detailed, written report of the results and recommendations. Submit a sample copy showing the level of report detail.
- Provide a written review of portfolio risk annually or upon request. Submit a sample copy showing the level of report detail.

**E. ADDITIONAL REPORTING & INFORMATION – PROVIDED UPON REQUEST:**

- Provide written asset class research, analysis, and recommendations upon request.
- Develop educational materials on requested topics or projects as a PDF.
- Provide other relevant, reliable, and timely research and information, as may be requested by the Authority. (i.e. General Market & Economic Trends)
- Share all firm research, including white papers, and provide access to analytical software, if any, as it relates to the Authority's accounts.
- Communicate and provide, as available, all new, innovative investment vehicles and techniques that may be appropriate for the Authority accounts.

Vendor shall submit examples of the various required reports they will provide, as specified above. The existing Authority report formats are shown in "*Attachment E-Sample Report Formats*", is the minimum information the Authority requires. Submit a CD Rom – Marked "Sample Report Formats" with the headers.

The "Scope of Services", as outlined above are the MINIMUM deliverables the EDA requires. Failure to submit all of the items indicated, clearly defining the level of detail specified, may prevent the Authority from effectively and accurately evaluating the proposal, and therefore may render the proposal materially non-responsive.

**ATTACHMENT B**

**COMPLIANCE REQUIREMENTS**  
**INVESTMENT/CASH MANAGEMENT**  
**CONSULTING SERVICES**

(reference 2016-RFQ/P-051)

**COMPLIANCE:**

This Attachment describes the compliance requirements and includes exhibits containing several forms, instructions and samples which must be completed, signed and submitted prior to the execution of a contract or WITH the bid proposal, as noted. **The Authority strongly recommends that ALL COMPLIANCE FORMS BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL including those related to the disclosure of political campaign contributions - Forms for Public Law 2005, c. 51 Special Provision – Political Campaign Contributions.**

Further, **BIDDERS SHALL NOTE THAT THE FORMS IDENTIFIED IN ITEMS C, G, H AND I ARE MANDATORY AND SHALL BE INCLUDED WITH THE BID PROPOSAL.** Failure to do so shall render the proposal materially non-responsive and subject to rejection.

**A. EQUAL EMPLOYMENT OPPORTUNITY:**

Bidders are required to comply with the requirements of *P.L. 1975 C. 127 – N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.*, which are expressly included within the terms of this RFQ/P, refer to ***Exhibit A***. As part of the Proposal submission, all entity(s) must either complete *AA302 Employee Information Report form*, a sample of which is attached as ***Exhibit B***, or submit a valid *Certificate of Employee Information Report*, a sample of which is attached as ***Exhibit C***, or a valid *Letter of Federal Affirmative Action Plan Approval*, a sample of which is attached as ***Exhibit D***.

**B. BUSINESS REGISTRATION - Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:**

Each entity responding to this *RFQ/P* must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“*BRC*”), prior to entering into a contract with the New Jersey Economic Development Authority (“*Authority*”). All New Jersey and out-of-State business organizations must obtain a “*BRC*”, prior to conducting business with the New Jersey Economic Development Authority. Bidders and any joint venture partners submitting a proposal are strongly encouraged to submit their “*Business Registration Certificate(s)*”, as well as the “*Business Registration Certificate*” for any named subcontractors with the proposal. The successful Bidder is required to ensure that it, each joint venture partner and all subcontractors possess a valid “*Business Registration Certificate*” throughout the term of the contract and any extensions thereto.

A sample “*Business Registration Certificate*” is attached to this *RFQ/P*, as ***Exhibit E***.

The Authority cannot award a contract unless a valid “*Business Registration Certificate*” is obtained for each entity, as required by law. In the event the Bidder, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid “*Business Registration Certificate*” prior to the award of a contract; the proposal may be deemed materially non-responsive.

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Bidder must obtain and submit to the Authority, proof of a valid “*BRC*” registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Bidder must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their “*Business Registration Certificate*” to the Contractor. The Contractor shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract, unless the subcontractor first provides to the Contractor, proof of the subcontractor’s valid “*BRC*” registration.

As required by law, the Authority cannot award a contract to any Bidder or joint venture partners, which does not possess a valid “*Business Registration Certificate*”.

The business registration form (Form NJ-REG) can be found online at:

<http://www.nj.gov/treasury/revenue/gettingregistered.shtml>

Bidders may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing "Business Registration Certificate".

INDIVIDUALS, who may be responding to this RFQ/P, or who may perform work against the contract as a subcontractor MUST also possess a valid "Business Registration Certificate". The individual must complete and sign form "NJ-REG-A" (Rev 12/06) and submit to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The "NJ-REG-A" form may be found at the Department of Treasury's website:

<http://www.state.nj.us/treasury/revenue/pdf/forms/rega.pdf>

The contractor and any subcontractor / subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State **Exhibit F**.

**C. PUBLIC LAW 2005, c.92 - N.J.S.A. 52:34-13.2 - SOURCE DISCLOSURE: **MANDATORY WITH THE BID****

In compliance with *Public Law 2005, c.92* and *N.J.S.A. 52:34-13.2*, each entity submitting a response to this RFQ/P is required to indicate on the attached "Source Disclosure Certification" form, attached herein as **Exhibit G**, the location by country where services rendered pursuant to this RFQ/P will be performed. This shall be submitted with the bid proposal.

**D. EXECUTIVE ORDER 34 (2006) COMPLIANCE:**

In accordance with *Executive Order 34 (2006)*, the Authority encourages the use of Minority-Owned Business Enterprises (MBEs) and Woman-Owned Business Enterprises (WBEs) entities and MBE and WBE subconsultants.

**E. SET-ASIDE:**

In accordance with the requirements of *N.J.A.C. 17:13* and *N.J.A.C. 17:14*, as amended, the New Jersey Economic Development Authority is required to develop a set-aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as certified by the New Jersey Division of Revenue and Enterprise Services – Business Services Bureau for the services subject to this RFQ/P. Information regarding SBE certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<http://www.newjerseybusiness.gov>

It is the Authority's goal to award twenty-five (25%) percent of the dollar value of its contract to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than one hundred (100) full-time employees, and whose gross revenues do not exceed \$12 million dollars or the applicable annual revenue standards set forth in *13 CFR 121.201*, incorporated herein by reference and as may be adjusted periodically, whichever is higher, and satisfies any additional eligibility standards under this chapter.

(reference: [www.sba.gov/tools/resourcelibrary/laws.and.regultaions/index.html](http://www.sba.gov/tools/resourcelibrary/laws.and.regultaions/index.html))

(NAICS Codes can be obtained at: [www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html))

**FOR GOODS AND SERVICES:**

It is the New Jersey Economic Development Authority's goal to award:

- Ten (10%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than 100 full-time employees, and whose gross revenues do not exceed \$500,000;

- Fifteen (15%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated has no more than 100 full-time employees, and whose gross revenues do not exceed \$12 million dollars or the applicable federal revenue standards established at *13 CFR 121.201* incorporated herein by reference, whichever is higher.

Further, in accordance with Public Law 2011, c. 147, the Authority encourages the use of Veteran-Owned Businesses (VOBs) as certified by the New Jersey Division of Revenue and Enterprise Services – Business Services Bureau.

Therefore, all Bidders and their named subcontractors should complete the attached "*Set Aside Information Form*" included herein as **Exhibit H** and submit it with the proposal.

In addition, the Bidder should complete and submit the attached "*Set Aside Compliance Certificate*" **Exhibit I** with the proposal. The "*Set Aside Compliance Certificate*" is considered a mandatory requirement to be completed and submitted prior to entering into a contract for these services. Failure to complete and submit the "*Set Aside Compliance Certificate*" will be a sufficient basis to deem the proposal non-responsive.

The Bidder's "*Set-Aside Compliance Certificate*" will convey information in sufficient detail to permit the Authority to effectively assess the Bidder's plan for attaining the specified Set-Aside goal or documenting the Bidder's good faith effort to meet the Set-Aside goal.

The successful Bidder must submit a "*Monthly Status Report*", with its invoice, on a monthly basis to the Authority. Invoices will not be processed unless accompanied by the "*Monthly Status Report*".

**F. P.L. 2005, c. 51 SPECIAL PROVISIONS – POLITICAL CAMPAIGN CONTRIBUTIONS:**

On March 22, 2005, Acting Governor Codey signed into law *P.L. 2005, c. 51*, amending and supplementing *N.J.S.A. 19:44A-20.1 et seq.* This legislation supersedes *Executive Order 134 (2004)* ("*EO 134*"), but essentially codified its substantive provisions aimed at safeguarding the integrity of State government procurement by imposing restrictions to insulate that process from political contributions posing the risk of improper influence, purchase of access, or the appearance thereof. As set forth in detail below, a selected entity will be required to respond in a timely fashion to certification and disclosure requirements that will be issued by the Authority. Under *N.J.S.A. 19:44A-20.24*, the terms and conditions set forth in this section are material terms of the *RFQ/P* and contract.

(1) Definitions. For purposes of this section, the following shall be defined as follows:

- (i) "Contributions" means a contribution reportable by the recipient under the "*New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83 (N.J.S.A. 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.* Currently, contributions in excess of \$300.00 during a reporting period are deemed "reportable" under these laws. The provisions of *P.L. 2005, c. 51* shall apply only to contributions made on or after October 15, 2004.
- (ii) "Business Entity" means any 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. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 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 *26 U.S.C.A. §527* that is directly or indirectly controlled by the business entity other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith.

(2) Prohibited Conduct. The Authority shall not enter into a contract valued at more than \$17,500 for goods or services with any Business Entity, if the Business Entity 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 a holder of the public office of Governor, or to any State or county political party committee on or after October 15, 2004.

(3) Certification and Disclosure Requirements:

- (i) Requirements for Selected Entity. The selected entity *shall receive notification that* will, among other things, notify the entity that it must submit a “*Two (2) Year Vendor Certification of Political Contributions Disclosure*” and “*Ownership Disclosure*” forms as provided by the Authority, samples of which are set forth in **Exhibit K** to this RFQ/P. Failure to submit these forms in a timely fashion shall be cause for rejection of the entity. *Do not include the P.L. 2005, c. 51 forms as part of the proposal submission. Only the selected entity(s) will need to complete and submit these forms. Selected entity(s) will be notified by the Authority at the appropriate time.*
  - (ii) Consultant’s Continuing Obligation to Comply with P.L. 2005, c. 51. The selected entity shall be required on a continuing basis to disclose and report to the Authority any contributions made during the contract term by the Business Entity on forms provided by the Authority, at the time it makes the contribution.
- (4) State Treasurer Review. Prior to the award of the contract, the State Treasurer or his designee shall review the Disclosures submitted by the apparent successful entity, as well as, any other pertinent information concerning the contributions or reports thereof. This review will also take place on a continuing basis during the term of the contract. If the State Treasurer determines that any contribution or action of the contractor constitutes a breach of contract pursuant to this section, or presents a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of this or any future contract.
- (5) Breach of Contract. 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 P.L. 2005, c. 51, (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 P.L. 2005, c. 51; (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 P.L. 2005, c. 51; or (viii) directly or indirectly through or by any other person or means, do any action which would subject that entity to the restrictions of P.L. 2005, c. 51.
- (6) Contract Provisions. Political Campaign Contribution provisions will be included in and be a part of the contract that the selected entity will be required to sign.

**G. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – MANDATORY WITH THE BID**

Pursuant to N.J.S.A. 52:32-55 *et seq* the Bidder shall complete, sign and submit the “*Disclosure of Investment Activities in Iran*” form **Exhibit Q**. This is a mandatory requirement of the BID submission.

**H. DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER - MANDATORY WITH THE BID**

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 **Exhibit U** for this purpose.

**I. OWNERSHIP DISCLOSURE FORM – MANDATORY WITH THE BID**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete the attached *Ownership Disclosure Form* included herein as **Exhibit P**. A current completed *Ownership Disclosure Form* must be submitted with the BID. Failure to submit the form with the bid will render the bid materially non-responsive and subject to rejection.

The successful entity agrees that it shall comply with all requirements of these provisions. If the successful entity fails to comply with the requirements of these provisions, the Authority may declare any contract for these services void.

**NOTE:** Bidders are cautioned that all compliance documents, as required by law, **MUST** be fully completed, signed and submitted **WITH** the bid.

**DO NOT LEAVE A COMPLIANCE DOCUMENT BLANK / INCOMPLETE**, with the exception of the *Public Law 2005, c.51* forms, which are only required of the successful Bidder. If you believe a particular compliance document is not applicable to your firm, you are encouraged to submit a question during the "Questions& Answers" period, specified in this RFQ/P. If the document does not apply to your company (i.e. the "*Set-Aside Information" form (Exhibit H)*); you should complete all information (i.e. number & *RFQ/P* title, etc.), mark those areas that are not applicable with the abbreviation "N/A", sign and return the document with your bid submission. Failure to do so may result in rejection of the bid.

## **ATTACHMENT C**

# **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY INVESTMENT POLICY FIXED INCOME - MANAGED ACCOUNT**

(REF. 2016-RFQ/P-051 INVESTMENT CASH MGMT CONSULTING SVS)

### **POLICY**

This Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of New Jersey Economic Development Authority's ("NJEDA's") funds.

This Investment Policy, as amended from time to time, shall be effective June 1, 2014.

### **SCOPE**

This Investment Policy shall apply to all funds accounted for in NJEDA's audited financial statements, as well as any funds for which NJEDA is mandated or authorized to administer a fiduciary stewardship responsibility.

### **INVESTMENT OBJECTIVES**

NJEDA's funds shall be invested in accordance with all applicable NJEDA policies, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Attainment of a market rate of return.
- Diversification to avoid incurring unreasonable market risks.

### **DELEGATION OF AUTHORITY**

The Controller is vested with responsibility for managing NJEDA's investment program and for implementing this Investment Policy. The Controller may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The Controller or his/her designee shall establish procedures and internal controls for the operation of NJEDA's investment program, designed to prevent loss of public funds due to fraud, error, misrepresentation, and imprudent actions.

NJEDA may engage the support services of outside investment advisors with respect to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of NJEDA's financial resources.

## **PRUDENCE**

The standard of prudence to be used for managing NJEDA's investment program is the "prudent investor" standard applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital."

NJEDA's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. NJEDA recognizes that no investment is totally without risk and that its investment activities are a matter of public record. Accordingly, NJEDA recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented. A security should only be sold at a loss after it has been reviewed with the Controller and determined that the sale of a security is in the best interest of NJEDA.

All authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for any singular security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the Board of Directors and appropriate action is taken to control adverse developments.

## **ETHICS AND CONFLICTS OF INTEREST**

NJEDA employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of NJEDA's investment program or that could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees involved in the investment process shall disclose to the Controller and the NJEDA Ethics Officer any material financial interest they have in financial institutions that conduct business with NJEDA, and they shall subordinate their personal investment transactions to those of NJEDA.

## **AUTHORIZED SECURITIES AND TRANSACTIONS**

This Investment Policy restricts the investment of NJEDA funds to the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury bills, Treasury notes, Treasury bonds, and Treasury STRIPS with maturities not exceeding five years from the date of trade settlement.
2. Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities and stripped principal or coupons with maturities not exceeding five years from the date of trade settlement. The debt must be rated at least AA- or the equivalent at that time of purchase by at least two Nationally Recognized Statistical Rating Organizations (NRSROs). The aggregate investment in Federal Instrumentality securities shall not exceed 30% of the NJEDA investment portfolio and no more than 10% of the investment portfolio may be invested in the obligations of any one issuer.

3. **Corporate Debt:** with a maturity not exceeding five years from the date of trade settlement, issued by any corporation or bank organized and operating within the United States. The debt must be rated at least AA- or the equivalent at that time of purchase by at least two NRSROs. The aggregate investment in corporate debt and commercial paper shall not exceed 30% of NJEDA's investment portfolio, and no more than 10% of NJEDA's investment portfolio may be invested in the obligations of any one issuer.
4. **Taxable and Tax-exempt Municipal Bonds** with a final maturity not exceeding five years from the date of trade settlement issued by any state of the United States or any political subdivision, institution, department, agency, instrumentality, or authority of any state that is rated at least AA or the equivalent at the time of purchase by at least two NRSROs that rate the debt. General obligation bonds, revenue bonds, or other debt securities issued by or guaranteed wholly, partially or morally by the State of New Jersey, or its departments, with final maturities not exceeding five years from the date of trade settlement and rated at least A or the equivalent at the time of purchase by at least two NRSROs that rate the debt. The aggregate investment in taxable and tax-exempt municipal bonds shall not exceed 30% of NJEDA's investment portfolio, and no more than 10% of NJEDA's investment portfolio may be invested in the obligations of any one issuer.
5. **Commercial Paper** issued by domestic corporations with an original maturity of 270 days or less that is rated at least A-1 or the equivalent at the time of purchase by at least two NRSROs. If the commercial paper issuer has senior debt outstanding, it must be rated at least AA- or the equivalent at the time of purchase by at least two NRSROs. The aggregate investment in commercial paper and corporate debt shall not exceed 30% of NJEDA's investment portfolio, and no more than 10% of NJEDA's investment portfolio may be invested in the obligations of any one issuer.
6. **Repurchase Agreements** with a termination date of 180 days or less collateralized by U.S. Treasury obligations or Federal Instrumentality securities listed in 1. and 2. above with a final maturity not exceeding ten years. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the transaction. Collateral shall be held by NJEDA's third-party custodian bank, and the market value of the collateral securities shall be marked-to-the market daily.

Repurchase Agreements shall be entered into only with broker/dealers recognized as Primary Dealers by the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Approved Repurchase Agreement counterparties shall have a short-term credit rating of at least A-1 or the equivalent and a long term credit rating of at least A or the equivalent by each NRSRO that rates them.

7. **Money Market Mutual Funds** registered under the Investment Company Act of 1940 that:  
1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares);  
2) have a constant net asset value of \$1.00 per share; 3) limit assets of the fund to those authorized in this Investment Policy; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.
8. **Local Government Investment Pools** that: 1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value of \$1.00 per share; 3) limit assets of the pool to those securities authorized in this Investment Policy; 4) have a maximum stated maturity and weighted average maturity in accordance with

Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.

9. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L.1977, c.281 (C.52:18A-90.4).
10. Certificates of Deposit and Bank Deposit Notes in a Public Depository as defined in New Jersey Statutes C.17:9-41. The amount of certificates of deposit at any institution may exceed the amount of FDIC covered insurance provided that the public Depository is rated at least AA- by at least two NRSROs.
11. Other Investments that have been approved by the NJEDA Board of Directors.

Securities that have been downgraded below minimum ratings described herein may be sold or held at NJEDA's discretion. Likewise, investment categories that temporarily exceed portfolio limits may be sold or held at the NJEDA's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted.

### **INVESTMENT DIVERSIFICATION**

NJEDA shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets, and NJEDA's anticipated cash flow needs.

### **INVESTMENT MATURITY AND LIQUIDITY**

The investment portfolio shall remain sufficiently liquid to meet all cash requirements that may be reasonably anticipated. To the extent possible, investments shall be matched with anticipated cash flows and known future liabilities. Investments shall be limited to maturities not exceeding five years from the date of trade settlement. The targeted weighted average final maturity of the investment portfolio will be adjusted based on the cash needs of the NJEDA and overall market conditions. The NJEDA will use a laddered approach to its investments so that in any one-time period at least 25% of the portfolio will have a final maturity date within 12 months. The weighted average final maturity of the investment portfolio shall not exceed 2.5 years.

### **SELECTION OF BROKER/DEALERS**

The Controller shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of NJEDA to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a Primary Dealer within its holding company structure,
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The Controller will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to NJEDA's account. Each authorized broker/dealer shall be required to submit and annually update an NJEDA approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

NJEDA may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in item 5 of the Authorized Securities and Transactions section of this Investment Policy.

### **COMPETITIVE TRANSACTIONS**

All investment transactions shall be conducted competitively with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid or offering prices shall be recorded. If NJEDA is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities will be documented.

### **SAFEKEEPING AND CUSTODY**

The Controller shall approve one or more banks to provide safekeeping and custodial services for NJEDA. An NJEDA approved safekeeping agreement shall be executed with each custodian bank.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of NJEDA. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities will be delivered by book entry and will be held in third-party safekeeping by NJEDA's approved custodian bank or the Depository Trust Company (DTC).

NJEDA's custodian will be required to furnish NJEDA a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

### **PERFORMANCE BENCHMARKS**

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the investment portfolio shall be compared to the average yield on the Merrill Lynch 1-3 Year Treasury Index. When comparing the performance of the investment portfolio, all fees involved with managing it shall be included in the computation of its rate of return net of fees.

### **REPORTING**

Monthly, the Controller or his/her designee will generate a report listing the investments held by NJEDA, the current market value of the investments and performance results. The report shall include a summary of investment earnings during the period.

## **POLICY REVISIONS**

This Investment Policy shall be reviewed periodically by the Investment Committee and may be amended as conditions warrant. The members of the Investment Committee consist of the Controller, Senior Accountant, Senior Risk & Portfolio Officer, and other members that may be invited by the Controller.

## **ATTACHMENT D**

### **NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY RETIREE BENEFIT TRUST INVESTMENT POLICY**

(REF. 2016-RFQ/P INVESTMENT CASH MGMT CONSULTING SVS – 051)

#### **POLICY**

This Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of New Jersey Economic Development Authority (“NJEDA”) Retiree Benefit Trust (“Trust”) funds.

This Investment Policy, as amended from time to time, shall be effective April 1, 2016.

#### **SCOPE**

This Investment Policy shall apply to all funds accounted for in the Trust’s audited financial statements, as well as any funds for which the Trust is mandated or authorized to administer a fiduciary stewardship responsibility.

#### **INVESTMENT OBJECTIVES**

Trust funds shall be invested in accordance with all applicable NJEDA policies, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- Preservation of capital and protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated cash flows.
- Attainment of a market rate of return.
- Diversification to avoid incurring unreasonable market risks.

#### **DELEGATION OF AUTHORITY**

The Controller is vested with responsibility for managing the Trust’s investment program and for implementing this Investment Policy. The Controller may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The Controller or his/her designee shall establish procedures and internal controls for the operation of the Trust’s investment program, designed to prevent loss of public funds due to fraud, error, misrepresentation, and imprudent actions.

The Trust may engage the support services of outside investment advisors with respect to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of the Trust’s financial resources.

## **PRUDENCE**

The standard of prudence to be used for managing the Trust's investment program is the "prudent investor" standard applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital."

The Trust's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Trust recognizes that no investment is totally without risk and that its investment activities are a matter of public record. Accordingly, the Trust recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented. A security should only be sold at a loss after it has been reviewed with the Controller and determined that the sale of a security is in the best interest of the Trust.

All authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for any singular security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the Board of Directors and appropriate action is taken to control adverse developments.

## **ETHICS AND CONFLICTS OF INTEREST**

NJEDA employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Trust's investment program or that could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees involved in the investment process shall disclose to the Controller and the NJEDA Ethics Officer any material financial interest they have in financial institutions that conduct business with NJEDA, and they shall subordinate their personal investment transactions to those of NJEDA.

## **AUTHORIZED SECURITIES AND TRANSACTIONS**

This Investment Policy restricts the investment of Trust funds to the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury bills, Treasury notes, Treasury bonds, and Treasury STRIPS with maturities not exceeding ten years from the date of trade settlement.
2. Federal Instrumentality Securities: Debentures, discount notes, callable securities, step-up securities and stripped principal or coupons with maturities not exceeding ten years from the date of trade settlement. The debt must be rated at least AA- or the equivalent at that time of purchase by at least two Nationally Recognized Statistical Rating Organizations (NRSROs). The aggregate investment in Federal Instrumentality securities shall not exceed 30% of the Trust investment portfolio and no more than 10% of the investment portfolio may be invested in the obligations of any one issuer.

3. **Corporate Debt:** with a maturity not exceeding ten years from the date of trade settlement, issued by any corporation or bank organized and operating within the United States. The debt must be rated at least A- or the equivalent at that time of purchase by at least two NRSROs. The aggregate investment in corporate debt and commercial paper shall not exceed 50% of the Trust's investment portfolio, and no more than 10% of the Trust's investment portfolio may be invested in the obligations of any one issuer.
4. **Taxable and Tax-exempt Municipal Bonds** with a final maturity not exceeding ten years from the date of trade settlement issued by any state of the United States or any political subdivision, institution, department, agency, instrumentality, or authority of any state that is rated at least A- or the equivalent at the time of purchase by at least two NRSROs that rate the debt. General obligation bonds, revenue bonds, or other debt securities issued by or guaranteed wholly, partially or morally by the State of New Jersey, or its departments, with final maturities not exceeding ten years from the date of trade settlement and rated at least A- or the equivalent at the time of purchase by at least two NRSROs that rate the debt. The aggregate investment in taxable and tax-exempt municipal bonds shall not exceed 30% of the Trust's investment portfolio, and no more than 10% of the Trust's investment portfolio may be invested in the obligations of any one issuer.
5. **Commercial Paper** issued by domestic corporations with an original maturity of 270 days or less that is rated at least A-1 or the equivalent at the time of purchase by at least two NRSROs. If the commercial paper issuer has senior debt outstanding, it must be rated at least A- or the equivalent at the time of purchase by at least two NRSROs. The aggregate investment in commercial paper shall not exceed 10% of the Trust's investment portfolio and when combined with corporate debt shall not exceed 50% of the Trust's investment portfolio, and no more than 5% of the Trust's investment portfolio may be invested in commercial paper obligations of any one issuer.
6. **Repurchase Agreements** with a termination date of 180 days or less collateralized by U.S. Treasury obligations or Federal Instrumentality securities listed in 1. and 2. above with a final maturity not exceeding ten years. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the transaction. Collateral shall be held by the Trust's third-party custodian bank, and the market value of the collateral securities shall be marked-to-the market daily.

Repurchase Agreements shall be entered into only with broker/dealers recognized as Primary Dealers by the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Approved Repurchase Agreement counterparties shall have a short-term credit rating of at least A-1 or the equivalent and a long term credit rating of at least A or the equivalent by each NRSRO that rates them.

7. **Money Market Mutual Funds** registered under the Investment Company Act of 1940 that: 1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value of \$1.00 per share; 3) limit assets of the fund to those authorized in this Investment Policy; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.
8. **Local Government Investment Pools** that: 1) are "no-load" (no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value of \$1.00 per share; 3) limit assets of the pool to those securities authorized in this Investment Policy; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-

7 of the Investment Company Act of 1940; and 5) have a rating of AAA or the equivalent by one or more NRSROs.

9. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L.1977, c.281 (C.52:18A-90.4).
10. Certificates of Deposit and Bank Deposit Notes in a Public Depository as defined in New Jersey Statutes C.17:9-41. The amount of certificates of deposit at any institution may exceed the amount of FDIC covered insurance provided that the public Depository is rated at least AA- by at least two NRSROs.
11. Equities of companies with credit ratings of at least A- or equivalent at time of purchase by at least two NRSROs. Companies considered are to have corporate headquarters based in New Jersey with equities not exceeding 10% of the Trust's portfolio with no more than 2% of the Trust's portfolio invested in any one issuer. It is the intent of the NJEDA to invest primarily for dividend income and to hold equities for the long term.
12. Preferred stocks of companies with credit ratings of at least A- or equivalent at time of purchase by at least two NRSROs, with preferred stocks not exceeding 10% of the Trust's portfolio and 15% when combined with equities, and with no more than 2% of the Trust's portfolio invested in any one issuer. It is the intent of the NJEDA to invest in preferred stocks for dividend income and to hold preferred stocks for the long term.
13. Other Investments that have been approved by the NJEDA Board of Directors.

Securities that have been downgraded below minimum ratings described herein may be sold or held at NJEDA's discretion. Likewise, investment categories that temporarily exceed portfolio limits may be sold or held at the NJEDA's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted.

## **INVESTMENT DIVERSIFICATION**

The Trust shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the Trust's anticipated cash flow needs.

## **INVESTMENT MATURITY AND LIQUIDITY**

The investment portfolio shall remain sufficiently liquid to meet all cash requirements that may be reasonably anticipated. To the extent possible, investments shall be matched with anticipated cash flows and known future liabilities. Investments shall be limited to maturities not exceeding ten years from the date of trade settlement. The targeted weighted average final maturity of the investment portfolio will be adjusted based on the cash needs of the Trust and overall market conditions. The Trust will use a laddered approach to its investments so that in any one time period at least 10% of the portfolio will have a final maturity date within 12 months. The weighted average final maturity of the investment portfolio shall not exceed 5.0 years.

## **SELECTION OF BROKER/DEALERS**

The Controller shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the Trust to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a Primary Dealer within its holding company structure,
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

The Controller will select broker/dealers on the basis of their expertise in public cash management and their ability to provide service to the Trust's account. Each authorized broker/dealer shall be required to submit and annually update an NJEDA approved Broker/Dealer Information Request form that includes the firm's most recent financial statements.

The Trust may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in item 5 of the Authorized Securities and Transactions section of this Investment Policy.

## **COMPETITIVE TRANSACTIONS**

All investment transactions shall be conducted competitively with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid or offering prices shall be recorded. If the Trust is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities will be documented.

## **SAFEKEEPING AND CUSTODY**

The Controller shall approve one or more banks to provide safekeeping and custodial services for the Trust. An NJEDA approved safekeeping agreement shall be executed with each custodian bank.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the Trust. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities will be delivered by book entry and will be held in third-party safekeeping by the Trust's approved custodian bank or the Depository Trust Company (DTC).

The Trust's custodian will be required to furnish NJEDA a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

## **PERFORMANCE BENCHMARKS**

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. When evaluating the performance of the investment

portfolio, all fees involved with managing it shall be included in the computation of its rate of return net of fees.

## **REPORTING**

Monthly, the Controller or his/her designee will generate a report listing the investments held by the Trust, the current market value of the investments and performance results. The report shall include a summary of investment earnings during the period.

## **POLICY REVISIONS**

This Investment Policy shall be reviewed periodically by the Investment Committee and may be amended as conditions warrant. The members of the Investment Committee consist of the Controller, Senior Accountant, Senior Risk & Portfolio Officer, and other members that may be invited by the Controller.

**ATTACHMENT E –**

**CURRENT SAMPLE REPORT FORMATS  
WEEKLY & MONTHLY**

**(2016 RFQ/P 051-CASH MGMT CONSULTING SERVICES)**

Projected Cash Activity for New Jersey Economic Development Authority

DATE	EVENT TYPE	SECURITY ID	DESCRIPTION	COUPON	MATURITY DATE	NEXT CALL DATE	NOMINAL	TRANSACTION TOTAL
07/28/2016	Coupon	3137EADJ5	FHLMC 1 07/28/17	1.000	07/28/2017		3,050,000.00	15,250.00
08/01/2016	Coupon	373384T63	373384T63	1.750	02/01/2019		5,000,000.00	43,750.00
08/01/2016	Coupon	912828SC5	T 0 7/8 01/31/17	0.875	01/31/2017		5,000,000.00	21,875.00
08/01/2016	Coupon	912828UJ7	T 0 7/8 01/31/18	0.875	01/31/2018		6,800,000.00	29,750.00
08/01/2016	Coupon	912828QX1	T 1 1/2 07/31/16	1.500	07/31/2016		10,000,000.00	75,000.00
08/12/2016	Coupon	459200HT1	IBM 1.95 02/12/19	1.950	02/12/2019		5,000,000.00	48,750.00
08/15/2016	Coupon	912828D49	T 0 7/8 08/15/17	0.875	08/15/2017		5,000,000.00	21,875.00
08/15/2016	Coupon	912828H94	T 1 02/15/18	1.000	02/15/2018		4,000,000.00	20,000.00
08/22/2016	Coupon	3133ECG99	FFCB 0.66 02/22/17	0.660	02/22/2017		5,000,000.00	16,500.00

Projected Cash Activity for New Jersey Economic Development Authority

DATE	EVENT TYPE	SECURITY ID	DESCRIPTION	COUPON	MATURITY DATE	NEXT CALL DATE	NOMINAL	TRANSACTION TOTAL
08/22/2016	Coupon	3133826R9	FHLB 1.1 02/20/18	1.100	02/20/2018	07/29/2016	5,000,000.00	27,500.00
08/31/2016	Coupon	912828RE2	T 1 1/2 08/31/18	1.500	08/31/2018		4,490,000.00	33,675.00
09/07/2016	Coupon	3137EADP1	FHLMC 0 7/8 03/07/18	0.875	03/07/2018		3,840,000.00	16,800.00

PLEASE SEE THE REVERSE SIDE FOR IMPORTANT  
DISCLOSURES AND ADDITIONAL INFORMATION

# WEEKLY ECONOMIC UPDATE

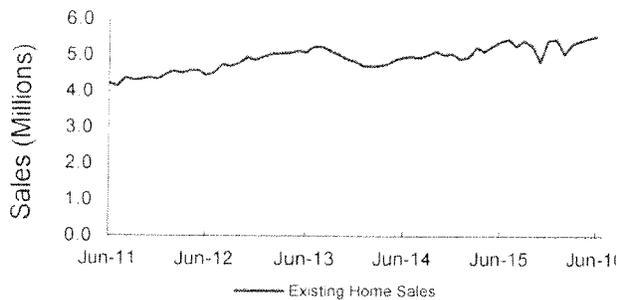
## July 22, 2016

### JOBLESS CLAIMS FALL WHILE EXISTING HOME SALES SURGE

The Labor Department reported that jobless claims fell by 1,000 to 253,000 in the latest week. The four week moving average dropped to 257,750 from 259,000. This represents the fewest jobless claims since April 2016 when the claims hit a four decade low. Economists believe that when the level of claims drops below 300,000 the economy is healthy. Claims have been below that level for 72 consecutive months. The purchase of previously owned homes rose significantly during the month of June to 5.57 million annual rate. This was the highest level in more than nine years. The annual rate was originally forecast to be only 5.48 million sales. In a shift from previous months, first time buyers were major contributors to the surge in sales.

Existing Home Sales

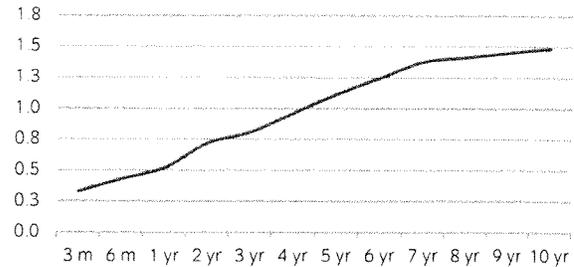
6/2011 – 6/2016



Source: U.S. Census Bureau, HMD

Treasury yield curve

7/21/2016



Source: Bloomberg Finance LP

### Selected current economic data

Data	Period	(%)
GDP QoQ	Q1 16	1.1%
GDP YoY	Q1 16	2.1%
PPI YoY	Jun-16	0.0%
CPI YoY	Jun-16	1.1%
Jobless Rate	Jul-16	4.9%
Fed Funds Target	Jun-16	0.25 - 0.50%

Source: Bloomberg Finance LP

### Treasury yields

Term	07/21/16	07/14/16	Change
3 month	0.33%	0.27%	0.05%
6 month	0.43%	0.37%	0.06%
1 year	0.52%	0.48%	0.05%
2 year	0.72%	0.66%	0.06%
5 year	1.12%	1.08%	0.04%
10 year	1.49%	1.47%	-0.07%
30 year	2.30%	2.34%	-0.04%

Source: Bloomberg Finance LP

### Agency Yields

Term	07/21/16	07/14/16	Change
3 month	0.30%	0.30%	0.00%
6 month	0.41%	0.41%	0.00%
2 year	0.79%	0.66%	0.13%
5 year	1.22%	1.07%	0.15%
10 Year	1.85%	1.71%	0.14%

Source: Bloomberg Finance LP

### Commercial Paper Yields (A-1/P-1 dealers)

Term	07/21/16	07/14/16	Change
1 month	0.58%	0.57%	0.01%
3 month	0.72%	0.68%	0.04%
6 month	0.93%	0.87%	0.06%
9 month	1.09%	1.04%	0.05%

Source: Bloomberg Finance LP

UPCOMING KEY ECONOMIC DATA  
 July 27: Durable Goods Orders  
 July 29: GDP

ATTACHMENT E-051

REPORT # 1 - MONTHLY REPORT  
EXAMPLE: MINIMUM  
MONTHLY REPORT  
REQUIREMENTS

COVER & PAGES 1-14

NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY

June 2016

ATTACHMENT E-051

REPORT #1 - MONTHLY REPORT

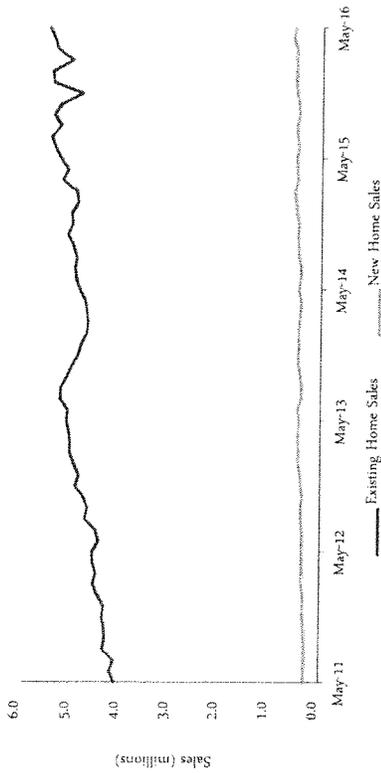
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Fixed income market review	2
Activity and performance summary	3
Recap of securities held	5
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Securities held	7
GASB 40 - Deposit and investment risk disclosure	13
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# ATTACHMENT E-051 FIXED INCOME MARKET REVIEW

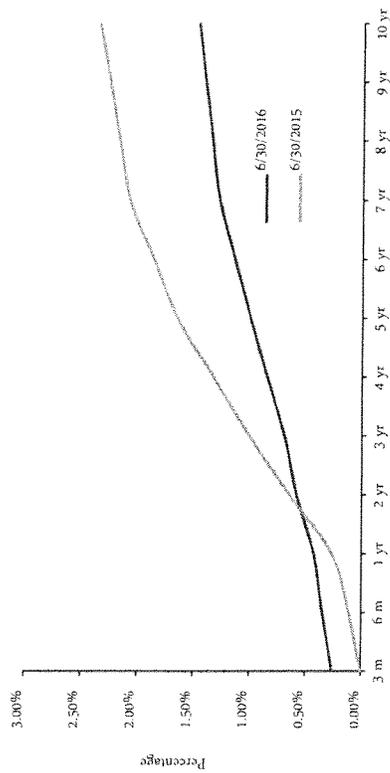
As of June 30, 2016

Chart 1: New and Existing Home Sales 05/31/2011 – 05/31/2016



Source: Bloomberg Finance LP, May 31, 2016

Chart 2: Treasury Yield Curves 6/30/2015 – 6/30/2016



Source: Bloomberg Finance LP, June 30, 2016. Past performance is no assurance of future returns. Please refer to the important disclosures at the back of this presentation.

**Economic Indicators & Monetary Policy:** The final estimate of Gross Domestic Product (GDP) showed that the economy grew at a 1.1% rate during the first quarter of 2016. The report showed that consumer spending accelerated during the first quarter, while business investment lagged behind. The upward revision marks the second consecutive positive revision for the first quarter. On an annual basis, GDP growth was 2.1%. The Institute for Supply Management (ISM) indices were mixed in May. The ISM manufacturing index rose to 51.3 from 50.8, while the ISM non-manufacturing index fell to 52.9 from 55.7. Both indices however, indicate economic growth as levels exceeded 50.

May was the weakest month for job creation in over five years as only 38,000 jobs were added to the workforce. The April jobs report was also revised downward to 123,000 from the original estimate of 160,000. The unemployment rate in May fell to 4.7% as the labor force participation rate dropped to 62.6%. Labor participation has now declined for two consecutive months after six months of growth. The unemployment rate remained at 9.7% and the wages increased slightly. Average hourly earnings grew 2.5% and 0.2% on a year-over-year and month-over-month basis.

Inflation indicators were mixed in May and continue to remain below the 2% long-term goal of the Federal Reserve (Fed). The Producer Price Index (PPI) including food and energy grew 0.4% on a month-over-month basis, while the core PPI increased 0.3%. On an annual basis, headline PPI grew 1.2% while core PPI increased 0.8%. On the consumer side, the headline and core Consumer Price Index (CPI) both increased 0.2% on a month-over-month basis. Headline CPI grew 1.0% on a year-over-year basis, while core CPI was 2.2% higher.

Existing home sales increased 1.8% in May after increasing 1.3% in April. New home sales however, retreated, falling 6.0% after a 12.3% increase in April. Home prices continue to rise across the United States, as the Case Shiller Index increased 5.4%.

The Federal Open Markets Committee voted to maintain its Fed funds target rate at 0.25 – 0.50% at their June meeting. Fed governors indicated that the economy may warrant an interest rate increase at some point this summer, however the Fed meeting took place before the United Kingdom voted to exit the European Union, which led to market uncertainty.

**Yield Curve & Spreads:** At the end of June, the 3-month US Treasury bill yielded 0.26%, the 6-month US Treasury bill yielded 0.35%, the 2-year US Treasury note yielded 0.58%, the 5-year US Treasury note yielded 0.99%, and the 10-year US Treasury note yielded 1.44% (See Chart 2).

# ATTACHMENT E - 051

## ACTIVITY AND PERFORMANCE SUMMARY

For the period June 1, 2016 - June 30, 2016

Amortized Cost Basis Activity Summary	
<b>Opening balance</b>	222,704,722.65
Income received	249,432.04
<b>Total receipts</b>	249,432.04
Expenses paid	(13,574.03)
<b>Total disbursements</b>	(13,574.03)
Interportfolio transfers	0.00
<b>Total interportfolio transfers</b>	0.00
Realized gain (loss)	0.00
<b>Total amortization expense</b>	(45,618.26)
<b>Total OID/MKT accretion income</b>	4,099.23
Return of capital	0.00
<b>Closing balance</b>	222,899,061.63
<b>Ending fair value</b>	224,204,577.34
Unrealized gain (loss)	1,305,515.71

Detail of Amortized Cost Basis Return				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	2.32	0.00	0.00	2.32
Corporate Bonds	94,790.37	(27,669.87)	0.00	67,120.50
Government Agencies	46,168.40	1,520.71	0.00	47,689.11
Government Bonds	75,729.35	(12,990.61)	0.00	62,738.74
Municipal/Provincial Bonds	10,753.36	(2,379.26)	0.00	8,374.10
<b>Total</b>	<b>227,443.80</b>	<b>(41,519.03)</b>	<b>0.00</b>	<b>185,924.77</b>

	Comparative Rates of Return (%)	
	* Twelve month trailing	* Six month trailing
Fed Funds	0.26	0.18
Overnight Repo	0.32	0.22
Merrill Lynch 3m US Treas Bill	0.16	0.13
Merrill Lynch 6m US Treas Bill	0.27	0.18
ML 1 Year US Treasury Note	0.48	0.28
ML 2 Year US Treasury Note	0.78	0.40
ML 5 Year US Treasury Note	1.45	0.65

\* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period	
Interest earned	227,443.80
Accretion (amortization)	(41,519.03)
Realized gain (loss) on sales	0.00
Total income on portfolio	185,924.77
Average daily amortized cost	222,782,655.13
Period return (%)	0.08
YTD return (%)	0.48
Weighted average final maturity in days	607

# ATTACHMENT F - 051

## ACTIVITY AND PERFORMANCE SUMMARY

For the period June 1, 2016 - June 30, 2016

<b>Opening balance</b>		223,170,942.62
Income received	249,432.04	
<b>Total receipts</b>		249,432.04
Expenses paid	(13,574.03)	
<b>Total disbursements</b>		(13,574.03)
Interportfolio transfers	0.00	
<b>Total interportfolio transfers</b>		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		797,776.71
<b>Ending fair value</b>		224,204,577.34

Cash and Cash Equivalents	Interest earned	Change in fair value	Total income
Corporate Bonds	2.32	0.00	2.32
Government Agencies	94,790.37	306,090.08	400,880.45
Government Bonds	46,168.40	233,548.07	279,716.47
Municipal/Provincial Bonds	75,729.35	198,187.26	273,916.61
<b>Total</b>	10,753.36	59,951.30	70,704.66
	227,443.80	797,776.71	1,025,220.51

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.26	0.18	0.03
Overnight Repo	0.32	0.22	0.04
Merrill Lynch 3m US Treas Bill	0.19	0.15	0.04
Merrill Lynch 6m US Treas Bill	0.52	0.41	0.12
ML 1 Year US Treasury Note	0.59	0.65	0.24
ML US Treasury 1-3	1.31	1.43	0.60
ML US Treasury 1-5	2.43	2.39	0.97

\* rates reflected are cumulative

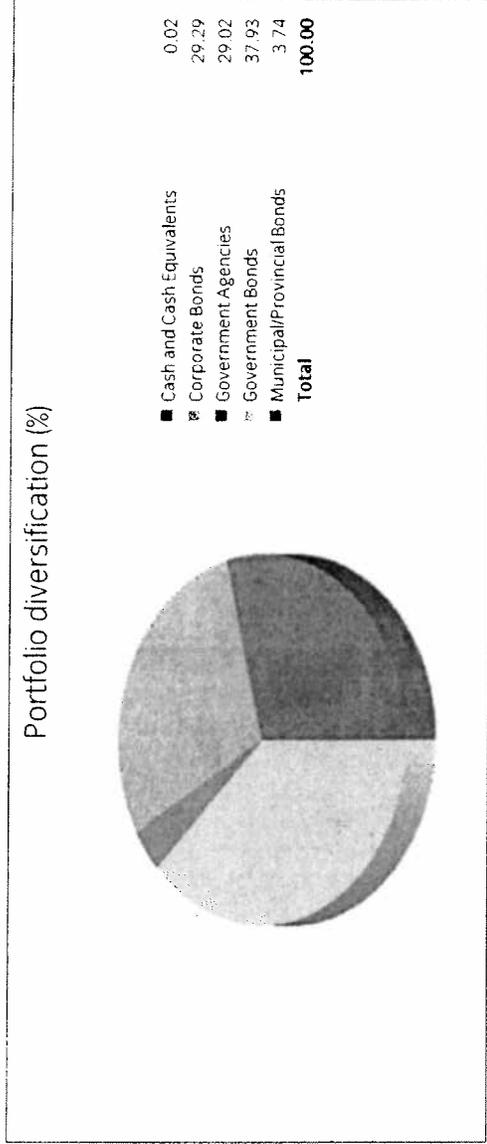
Interest earned	227,443.80	Total portfolio
Change in fair value	797,776.71	797,776.71
Total income on portfolio	1,025,220.51	1,025,220.51
Average daily total value *	224,446,376.07	224,446,376.07
Period return (%)	0.46	0.46
YTD return (%)	1.30	1.30
Weighted average final maturity in days	607	607

\* Total value equals market value and accrued interest

# ATTACHMENT E-051 RECAP OF SECURITIES HELD

As of June 30, 2016

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	45,833.50	45,833.50	45,833.50	0.00	1	0.02	0.00
Corporate Bonds	65,521,868.85	65,135,577.50	65,702,777.66	567,200.16	754	29.29	1.99
Government Agencies	64,921,604.34	64,988,623.31	65,299,253.37	310,630.06	703	29.02	1.71
Government Bonds	84,855,305.88	84,372,516.63	84,713,410.71	340,894.08	391	37.93	1.06
Municipal/Provincial Bonds	8,378,329.50	8,356,510.69	8,443,302.10	86,791.41	910	3.74	2.43
<b>Total</b>	<b>223,725,942.07</b>	<b>223,679,061.63</b>	<b>224,304,577.34</b>	<b>1,305,515.24</b>	<b>607</b>	<b>100.00</b>	

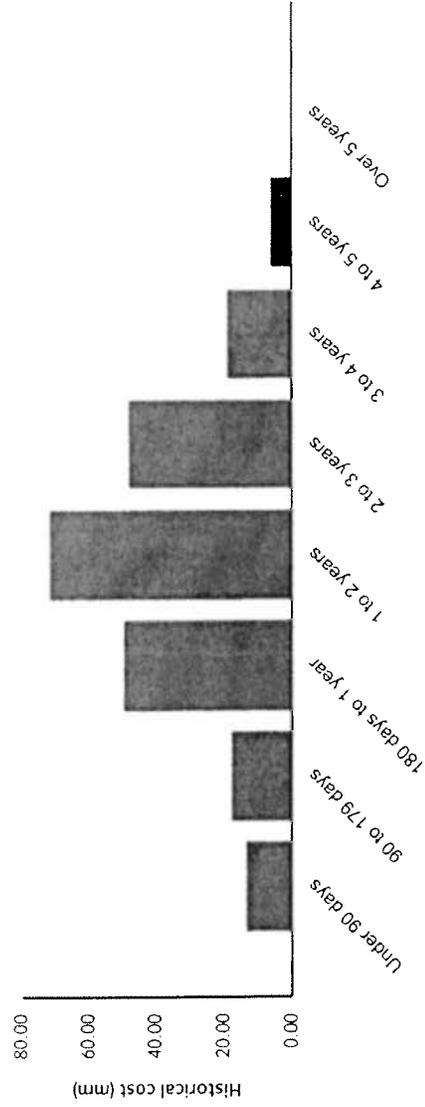


**MATURITY DISTRIBUTION OF SECURITIES HELD**

As of June 30, 2016

Maturity	Historic cost	Percent
Under 90 days	13,164,561.00	5.88
90 to 179 days	17,211,128.91	7.69
180 days to 1 year	49,407,325.26	22.08
1 to 2 years	71,557,770.55	31.99
2 to 3 years	47,711,454.60	21.33
3 to 4 years	18,463,231.75	8.25
4 to 5 years	6,207,470.00	2.78
Over 5 years	0.00	0.00

Maturity distribution



**ATTACHMENT E-051**  
**SECURITIES HELD**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Cash and Cash Equivalents</b>											
Cash and Cash Equivalents	0.000		45,833.50	45,833.50	45,833.50	45,833.50	0.00	0.00	0.00	0.00	0.02
<b>Total Cash and Cash Equivalents</b>			<b>45,833.50</b>	<b>45,833.50</b>	<b>45,833.50</b>	<b>45,833.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.02</b>
<b>Corporate Bonds</b>											
89233P5E2	2.000	09/15/2016	2,750,000.00	2,837,477.50	2,755,555.30	2,756,668.75	1,113.45	0.00	4,430.56	16,041.67	1.27
TOYOTA MOTOR CREDIT CORP 2% 15/09/2016				0.00	(2,222.12)	(4,435.75)					
88579YAD3	1.375	09/29/2016	4,550,000.00	4,609,187.50	4,556,800.45	4,558,488.03	1,687.58	0.00	5,039.76	15,814.41	2.06
3M COMPANY 1.375% 29/09/2016				0.00	(2,292.30)	(1,262.62)					
037833AM2	1.050	05/05/2017	5,000,000.00	5,003,500.00	5,001,021.53	5,011,780.00	10,758.47	0.00	4,229.17	7,875.00	2.24
APPLE INC 1.05% 05/05/2017				0.00	(100.48)	(210.00)					
084664B59	1.600	05/15/2017	8,300,000.00	8,492,684.00	8,341,184.14	8,368,848.50	27,664.36	0.00	10,697.78	16,600.00	3.80
BERKSHIRE HATHAWAY FIN 1.6% 15/05/2017				0.00	(3,922.30)	12,649.20					
89233P6S0	1.250	10/05/2017	1,900,000.00	1,889,560.00	1,896,673.88	1,907,734.90	11,061.02	0.00	1,913.20	5,607.64	0.84
TOYOTA MOTOR CREDIT CORP 1.25% 05/10/2017				0.00	219.31	4,238.90					
94988J5A1	1.650	01/22/2018	4,970,000.00	4,998,506.10	4,994,488.20	5,012,289.73	17,801.53	0.00	6,605.96	34,396.54	2.23
WELLS FARGO BANK NA 1.65% 22/01/2018				0.00	(1,307.19)	12,922.00					
166764AE0	1.718	06/24/2018	2,600,000.00	2,620,774.00	2,613,927.36	2,630,373.20	16,445.84	22,334.00	3,598.26	744.47	1.17
CHEVRON CORP 1.718% 24/06/2018 (CALLABLE 24/05/18)		05/24/2018		0.00	(585.18)	15,176.20					
89236TAY1	2.000	10/24/2018	4,500,000.00	4,542,750.00	4,532,236.44	4,587,417.00	55,180.56	0.00	7,250.00	16,500.00	2.03
TOYOTA MOTOR CREDIT CORP 2% 24/10/2018				0.00	(1,159.58)	23,625.00					

**ATTACHMENT E-051**  
**SECURITIES HELD**

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Corporate Bonds</b>											
459200HT1	1.950	02/12/2019	5,000,000.00	5,078,350.00	5,060,946.08	5,122,940.00	61,993.92	0.00	7,854.17	37,375.00	2.27
IBM CORP 1.95% 12/02/2019				0.00	(1,940.96)	32,760.00					
037833AQ3	2.100	05/06/2019	4,500,000.00	4,602,600.00	4,582,369.01	4,631,004.00	48,634.99	0.00	7,612.50	14,175.00	2.06
APPLE INC 2.1% 06/05/2019				0.00	(2,408.45)	39,028.50					
94988J5D5	1.750	05/24/2019	4,900,000.00	4,941,258.00	4,940,944.25	4,966,287.20	25,342.95	0.00	1,429.16	6,669.44	2.21
WELLS FARGO BANK NA 1.75% 24/05/2019				(5,240.28)	(313.75)	25,029.20					
88579YAG6	1.625	06/15/2019	4,500,000.00	4,509,810.00	4,507,779.34	4,586,310.00	78,530.66	36,562.50	5,890.63	3,046.88	2.02
3M COMPANY 1.625% 15/06/2019				0.00	(219.13)	35,532.00					
89236TBP9	2.125	07/18/2019	2,600,000.00	2,632,162.00	2,628,341.79	2,669,534.40	41,192.61	0.00	4,450.69	24,862.50	1.18
TOYOTA MOTOR CREDIT CORP 2.125% 18/07/2019				0.00	(774.37)	22,180.60					
3696256P4	2.100	12/11/2019	2,525,000.00	2,555,779.75	2,552,460.58	2,604,936.45	52,475.87	26,512.50	4,271.46	2,798.54	1.14
GENERAL ELECTRIC CO 2.1% 11/12/2019				0.00	(663.84)	22,982.55					
931142CU5	3.625	07/08/2020	5,750,000.00	6,207,470.00	6,170,849.15	6,288,165.50	117,316.35	0.00	16,790.80	99,586.81	2.77
WAL-MART STORES INC 3.625% 08/07/2020				0.00	(8,719.25)	66,757.50					
<b>Total Corporate Bonds</b>			<b>64,345,000.00</b>	<b>65,521,848.85</b>	<b>65,135,577.50</b>	<b>65,702,777.66</b>	<b>567,200.16</b>	<b>85,409.00</b>	<b>92,064.10</b>	<b>302,093.90</b>	<b>29.29</b>
				<b>(5,240.28)</b>	<b>(26,409.59)</b>	<b>306,973.28</b>					
<b>Government Agencies</b>											
3133EEU57	0.625	11/23/2016	5,000,000.00	5,002,125.00	5,000,508.15	5,003,250.00	2,741.85	0.00	2,517.37	3,211.81	2.24
FEDERAL FARM CREDIT BANK 0.625% 23/11/2016				0.00	(106.61)	1,700.00					
3133ECG99	0.660	02/22/2017	5,000,000.00	5,006,300.00	5,001,020.67	5,003,650.00	2,629.33	0.00	2,658.33	11,733.33	2.24
FEDERAL FARM CREDIT BANK 0.66% 22/02/2017				0.00	(131.98)	5,400.00					

# ATTACHMENT E-051 SECURITIES HELD

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3133EFLM7 FEDERAL FARM CREDIT BANK 0.52% 27/03/2017	0.520	03/27/2017	5,100,000.00	5,097,297.00 0.00	5,098,590.43 158.38	5,098,113.00 4,488.00	(477.43)	0.00	2,136.33	6,851.00	2.28
3133ECPJ7 FEDERAL FARM CREDIT BANK 0.69% 16/05/2017 (CALLABLE 13/07/16)	0.690	05/16/2017	3,200,000.00	3,173,888.00 0.00	3,193,446.07 622.20	3,200,000.00 7,776.00	6,553.93	0.00	1,778.67	2,698.67	1.42
3137EADJ5 FREDDIE MAC 1% 28/07/2017 #1	1.000	07/28/2017	3,050,000.00	3,046,954.36 0.00	3,049,100.68 69.54	3,063,050.95 5,194.15	13,950.27	0.00	2,456.95	12,877.78	1.36
3134G3J68 FREDDIE MAC 0.9% 18/09/2017 CALLABLE	0.900	09/18/2017	7,500,000.00	7,468,500.00 0.00	7,491,092.96 630.40	7,541,400.00 24,225.00	50,307.04	0.00	5,437.50	19,125.00	3.34
313382R89 FEDERAL HOME LOAN BANK 1.1% 20/02/2018 (CALLABLE 13/07/16)	1.100	02/20/2018	5,000,000.00	5,001,700.00 0.00	5,000,000.00 0.00	5,000,085.00 10,285.00	85.00	0.00	4,430.55	19,861.11	2.24
3137EADP1 FREDDIE MAC 0.875% 07/03/2018	0.875	03/07/2018	3,840,000.00	3,791,846.40 0.00	3,822,936.82 843.33	3,847,077.12 11,320.32	24,140.30	0.00	2,706.67	10,546.67	1.69
3130A6AE7 FEDERAL HOME LOAN BANK 1.125% 14/09/2018	1.125	09/14/2018	5,300,000.00	5,301,696.00 0.00	5,301,233.17 (46.60)	5,347,329.00 34,662.00	46,095.83	0.00	4,803.12	17,556.25	2.37
31350G072 FANNIE MAE 1.125% 14/12/2018	1.125	12/14/2018	5,800,000.00	5,808,957.58 0.00	5,808,607.07 (292.09)	5,852,727.80 39,712.60	44,120.73	32,625.00	5,256.25	2,900.00	2.60
3137EADM8 FREDDIE MAC 1.25% 02/10/2019	1.250	10/02/2019	5,000,000.00	5,004,180.00 0.00	5,004,055.43 (103.81)	5,059,375.00 52,035.00	55,319.57	0.00	5,034.72	15,277.78	2.24

# ATTACHMENT E-051

## SECURITIES HELD

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3133EF2L0 FEDERAL FARM CREDIT BANK 1.4% 13/04/2020 (CALLABLE 13/04/17)	1.400	04/13/2020 04/13/2017	2,950,000.00	2,947,050.00 0.00	2,947,207.74 61.46	2,963,422.50 7,788.00	16,214.76	0.00	3,326.94	8,833.61	1.32
3133834H1 FEDERAL HOME LOAN BANK 1.375% 12/06/2020	1.375	06/12/2020	5,200,000.00	5,269,160.00 (3,575.00)	5,269,014.40 (145.60)	5,262,140.00 (7,020.00)	(6,874.40)	0.00	0.00	3,575.00	2.36
3135G0D75 FANNIE MAE 1.5% 22/06/2020	1.500	06/22/2020	3,000,000.00	3,001,950.00 0.00	3,001,809.72 (37.91)	3,057,633.00 35,982.00	55,823.28	22,500.00	3,625.00	1,000.00	1.34
<b>Total Government Agencies</b>			<b>64,940,000.00</b>	<b>64,921,604.34</b> <b>(3,575.00)</b>	<b>64,988,623.31</b> <b>1,526.71</b>	<b>65,299,253.37</b> <b>233,548.07</b>	<b>310,630.06</b>	<b>55,125.00</b>	<b>46,168.40</b>	<b>136,048.01</b>	<b>29.02</b>
<b>Government Bonds</b>											
912828QX1 USA TREASURY 1.5% 31/07/2016	1.500	07/31/2016	10,000,000.00	10,281,250.00 0.00	10,004,798.43 (4,643.64)	10,010,790.00 (8,960.00)	5,991.57	0.00	12,362.64	62,225.28	4.60
912828A59 USA TREASURY 0.625% 15/12/2016	0.625	12/15/2016	7,600,000.00	7,599,816.41 0.00	7,599,861.64 24.71	7,607,782.40 4,810.80	7,920.76	23,750.00	3,893.44	1,946.72	3.40
9128285C5 USA TREASURY 0.875% 31/01/2017	0.875	01/31/2017	5,000,000.00	5,052,734.38 0.00	5,007,803.09 (1,088.80)	5,012,455.00 4,640.00	4,651.91	0.00	3,605.77	18,149.04	2.26
9128285M3 USA TREASURY 1% 31/03/2017	1.000	03/31/2017	8,100,000.00	8,160,750.00 0.00	8,118,829.75 (2,061.65)	8,130,067.20 10,125.00	11,237.45	0.00	6,639.34	20,139.34	3.65
9128285S0 USA TREASURY 0.875% 30/04/2017	0.875	04/30/2017	6,460,000.00	6,473,121.88 0.00	6,463,427.02 (338.19)	6,479,625.48 10,161.58	16,198.46	0.00	4,608.01	9,369.63	2.89
912828TB6 USA TREASURY 0.75% 30/06/2017	0.750	06/30/2017	5,000,000.00	5,009,375.00 0.00	5,002,134.67 (175.45)	5,011,525.00 11,915.00	9,390.33	18,750.00	3,090.66	0.00	2.24

**ATTACHMENT E - 051**  
**SECURITIES HELD**

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Bonds</b>											
912828D49 USA TREASURY 0.875% 15/08/2017	0.875	08/15/2017	5,000,000.00	5,017,187.50 0.00	5,008,100.99 (591.31)	5,018,555.00 12,695.00	10,454.01	0.00	3,605.76	16,346.15	2.24
912828PF1 USA TREASURY 1.875% 31/10/2017	1.875	10/31/2017	6,000,000.00	6,150,468.75 0.00	6,063,740.23 (3,918.46)	6,102,888.00 14,058.00	39,147.77	0.00	9,171.20	18,648.10	2.75
912828G79 USA TREASURY 1% 15/12/2017	1.000	12/15/2017	8,200,000.00	8,194,875.00 0.00	8,197,353.08 148.99	8,250,610.40 29,790.60	53,257.32	41,000.00	6,721.32	3,360.66	3.66
912828J7 USA TREASURY 0.875% 31/01/2018	0.875	01/31/2018	6,800,000.00	6,781,406.25 0.00	6,786,209.24 713.32	6,831,606.40 27,621.60	45,397.16	0.00	4,903.84	24,682.69	3.03
912828H94 USA TREASURY 1% 15/02/2018	1.000	02/15/2018	4,000,000.00	3,994,687.50 0.00	3,997,045.85 148.95	4,026,248.00 16,404.00	29,202.15	0.00	3,296.71	14,945.06	1.79
912828J68 USA TREASURY 1% 15/03/2018	1.000	03/15/2018	2,600,000.00	2,598,375.00 0.00	2,598,787.57 58.38	2,617,875.00 11,882.00	19,087.43	0.00	2,119.56	7,559.78	1.16
912828VE7 USA TREASURY 1% 31/05/2018	1.000	05/31/2018	5,000,000.00	4,993,554.69 0.00	4,996,117.28 166.40	5,038,670.00 27,535.00	42,552.72	0.00	4,098.36	4,098.36	2.23
912828REZ USA TREASURY 1.5% 31/08/2018	1.500	08/31/2018	4,490,000.00	4,547,703.52 0.00	4,528,307.79 (1,451.05)	4,574,712.83 26,657.13	46,405.04	0.00	5,490.49	22,327.99	2.03
<b>Total Government Bonds</b>			<b>84,250,000.00</b>	<b>84,855,305.88</b>	<b>84,372,516.63</b>	<b>84,713,410.71</b>	<b>340,894.08</b>	<b>83,500.00</b>	<b>73,607.10</b>	<b>223,798.80</b>	<b>37.93</b>
				<b>0.00</b>	<b>(13,007.80)</b>	<b>199,335.71</b>					
<b>Municipal/Provincial Bonds</b>											
57582RAN6 MASSACHUSETTS ST 1.4% 01/11/2018	1.400	11/01/2018	3,285,000.00	3,313,579.50 0.00	3,306,731.79 (775.21)	3,327,902.10 20,301.30	21,170.31	0.00	3,704.75	7,537.25	1.48

ATTACHMENT E-051  
**SECURITIES HELD**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

As of June 30, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Municipal/Provincial Bonds</b>											
373384T63 GEORGIA ST 1.75% 01/02/2019	1.750	02/01/2019	5,000,000.00	5,064,750.00 0.00	5,049,778.90 (1,604.05)	5,115,400.00 39,650.00	65,621.10	0.00	7,048.61	36,215.28	2.26
<b>Total Municipal/Provincial Bonds</b>			<b>8,285,000.00</b>	<b>8,378,329.50</b> <b>0.00</b>	<b>8,356,510.69</b> <b>(2,379.24)</b>	<b>8,443,302.10</b> <b>59,951.30</b>	<b>86,791.41</b>	<b>0.00</b>	<b>10,753.36</b>	<b>43,752.53</b>	<b>3.74</b>
<b>Grand Total</b>			<b>22,865,833.50</b>	<b>233,722,942.07</b> <b>(8,813.28)</b>	<b>222,899,061.83</b> <b>(40,725.94)</b>	<b>224,304,577.84</b> <b>799,308.36</b>	<b>1,305,515.71</b>	<b>11,111.00</b>	<b>227,507.56</b>	<b>250,019,100.00</b>	

# ATTACHMENT E-051

## GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of June 30, 2016

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>United States Treasury Note/Bond</b>												
9128280X1	USA TREASURY 1.5%	1.500	07/31/2016		AA+	Aaa	10,000,000.00	10,281,250.00	4.60	10,010,790.00	4.47	0.08
912828A59	USA TREASURY 0.625%	0.625	12/15/2016		AA+	Aaa	7,600,000.00	7,599,816.41	3.40	7,607,782.40	3.39	0.46
9128285C5	USA TREASURY 0.875%	0.875	01/31/2017		AA+	Aaa	5,000,000.00	5,052,734.38	2.26	5,012,455.00	2.24	0.58
9128285M3	USA TREASURY 1%	1.000	03/31/2017		AA+	Aaa	8,100,000.00	8,160,750.00	3.65	8,130,067.20	3.63	0.74
9128285S0	USA TREASURY 0.875%	0.875	04/30/2017		AA+	Aaa	6,460,000.00	6,473,121.88	2.89	6,479,625.48	2.89	0.83
912828TB6	USA TREASURY 0.75%	0.750	06/30/2017		AA+	Aaa	5,000,000.00	5,009,375.00	2.24	5,011,525.00	2.24	0.99
912828D49	USA TREASURY 0.875%	0.875	08/15/2017		AA+	Aaa	5,000,000.00	5,017,187.50	2.24	5,018,555.00	2.24	1.11
912828PF1	USA TREASURY 1.875%	1.875	10/31/2017		AA+	Aaa	6,000,000.00	6,150,468.75	2.75	6,102,888.00	2.72	1.32
912828G79	USA TREASURY 1%	1.000	12/15/2017		AA+	Aaa	8,200,000.00	8,194,875.00	3.66	8,250,610.40	3.68	1.45
912828UJ7	USA TREASURY 0.875%	0.875	01/31/2018		AA+	Aaa	6,800,000.00	6,781,406.25	3.03	6,831,606.40	3.05	1.57
912828H94	USA TREASURY 1%	1.000	02/15/2018		AA+	Aaa	4,000,000.00	3,994,687.50	1.79	4,026,248.00	1.80	1.61
912828J68	USA TREASURY 1%	1.000	03/15/2018		AA+	Aaa	2,600,000.00	2,598,375.00	1.16	2,617,875.00	1.17	1.68
912828VE7	USA TREASURY 1%	1.000	05/31/2018		AA+	Aaa	5,000,000.00	4,993,554.69	2.23	5,038,670.00	2.25	1.90
912828RE2	USA TREASURY 1.5%	1.500	08/31/2018		AA+	Aaa	4,490,000.00	4,547,703.52	2.03	4,574,712.83	2.04	2.13
<b>Issuer total</b>							<b>84,250,000.00</b>	<b>84,855,305.88</b>	<b>37.93</b>	<b>84,713,410.71</b>	<b>37.78</b>	<b>1.06</b>
<b>Federal Farm Credit Banks</b>												
3133EEU57	FEDERAL FARM CREDIT	0.625	11/23/2016		AA+	Aaa	5,000,000.00	5,002,125.00	2.24	5,003,250.00	2.23	0.40
3133ECG99	FEDERAL FARM CREDIT	0.660	02/22/2017		AA+	Aaa	5,000,000.00	5,006,300.00	2.24	5,003,650.00	2.23	0.64
3133EFLM7	FEDERAL FARM CREDIT	0.520	03/27/2017		AA+	Aaa	5,100,000.00	5,097,297.00	2.28	5,098,113.00	2.27	0.73
3133ECPJ7	FEDERAL FARM CREDIT	0.690	05/16/2017		AA+	Aaa	3,200,000.00	3,173,888.00	1.42	3,200,000.00	1.43	0.54
3133EF2L0	FEDERAL FARM CREDIT	1.400	04/13/2020	04/13/2017	AA+	Aaa	2,950,000.00	2,947,050.00	1.32	2,963,422.50	1.32	1.56
<b>Issuer total</b>							<b>21,250,000.00</b>	<b>21,226,660.00</b>	<b>9.49</b>	<b>21,268,435.50</b>	<b>9.49</b>	<b>0.72</b>
<b>Federal Home Loan Mortgage Corp</b>												
3137EADJ5	FREDDIE MAC 1%	1.000	07/28/2017		AA+	Aaa	3,050,000.00	3,046,954.36	1.36	3,063,050.95	1.37	1.06

**GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE**

As of June 30, 2016

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Federal Home Loan Mortgage Corp</b>												
3134G3J68	FREDDIE MAC 0.9%	0.900	09/18/2017		AA+	Aaa	7,500,000.00	7,468,500.00	3.34	7,541,400.00	3.36	1.21
3137EADP1	FREDDIE MAC 0.875%	0.875	03/07/2018		AA+	Aaa	3,840,000.00	3,791,846.40	1.69	3,847,077.12	1.72	1.66
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	5,000,000.00	5,004,180.00	2.24	5,059,375.00	2.26	3.18
<b>Issuer total</b>							<b>19,390,000.00</b>	<b>19,311,480.76</b>	<b>8.63</b>	<b>19,510,903.07</b>	<b>8.70</b>	<b>1.79</b>
<b>Federal Home Loan Banks</b>												
3133826R9	FEDERAL HOME LOAN	1.100	02/20/2018		AA+	Aaa	5,000,000.00	5,001,700.00	2.24	5,000,085.00	2.23	0.72
3130A6AE7	FEDERAL HOME LOAN	1.125	09/14/2018		AA+	Aaa	5,300,000.00	5,301,696.00	2.37	5,347,329.00	2.39	2.17
3133834H1	FEDERAL HOME LOAN	1.375	06/12/2020		AA+	Aaa	5,200,000.00	5,269,160.00	2.36	5,262,140.00	2.35	3.85
<b>Issuer total</b>							<b>15,500,000.00</b>	<b>15,572,556.00</b>	<b>6.96</b>	<b>15,609,554.00</b>	<b>6.96</b>	<b>2.27</b>
<b>Toyota Motor Credit Corp</b>												
89233P5E2	TOYOTA MOTOR CREDIT	2.000	09/15/2016		AA-	Aa3	2,750,000.00	2,837,477.50	1.27	2,756,668.75	1.23	0.21
89233P6S0	TOYOTA MOTOR CREDIT	1.250	10/05/2017		AA-	Aa3	1,900,000.00	1,889,560.00	0.84	1,907,734.90	0.85	1.25
89236TAY1	TOYOTA MOTOR CREDIT	2.000	10/24/2018		AA-	Aa3	4,500,000.00	4,542,750.00	2.03	4,587,417.00	2.05	2.26
89236TBP9	TOYOTA MOTOR CREDIT	2.125	07/18/2019		AA-	Aa3	2,600,000.00	2,632,162.00	1.18	2,669,534.40	1.19	2.93
<b>Issuer total</b>							<b>11,750,000.00</b>	<b>11,901,949.50</b>	<b>5.32</b>	<b>11,921,355.05</b>	<b>5.32</b>	<b>1.76</b>
<b>Wells Fargo Bank NA</b>												
94988J5A1	WELLS FARGO BANK NA	1.650	01/22/2018		AA-	Aa2	4,970,000.00	4,998,506.10	2.23	5,012,289.73	2.24	1.53
94988J5D5	WELLS FARGO BANK NA	1.750	05/24/2019		AA-	Aa2	4,900,000.00	4,941,258.00	2.21	4,966,287.20	2.22	2.82
<b>Issuer total</b>							<b>9,870,000.00</b>	<b>9,939,764.10</b>	<b>4.44</b>	<b>9,978,576.93</b>	<b>4.45</b>	<b>2.17</b>
<b>Apple Inc</b>												
037833AM2	APPLE INC 1.05%	1.050	05/05/2017		AA+	Aa1	5,000,000.00	5,003,500.00	2.24	5,011,780.00	2.24	0.84
037833A03	APPLE INC 2.1%	2.100	05/06/2019		AA+	Aa1	4,500,000.00	4,602,600.00	2.06	4,631,004.00	2.07	2.76
<b>Issuer total</b>							<b>9,500,000.00</b>	<b>9,606,100.00</b>	<b>4.29</b>	<b>9,642,784.00</b>	<b>4.30</b>	<b>1.76</b>

ATTACHMENT E-051

**GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

As of June 30, 2016

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>3M Co</b>												
88579YAD3	3M COMPANY 1.375%	1.375	09/29/2016		AA-	A1	4,550,000.00	4,609,187.50	2.06	4,558,488.03	2.03	0.25
88579YAG6	3M COMPANY 1.625%	1.625	06/15/2019		AA-	A1	4,500,000.00	4,509,810.00	2.02	4,586,310.00	2.05	2.89
<b>Issuer total</b>							<b>9,050,000.00</b>	<b>9,118,997.50</b>	<b>4.08</b>	<b>9,144,798.03</b>	<b>4.08</b>	<b>1.56</b>
<b>Federal National Mortgage Association</b>												
3135G0G72	FANNIE MAE 1.125%	1.125	12/14/2018		AA+	Aaa	5,800,000.00	5,808,957.58	2.60	5,852,727.80	2.61	2.42
3135G0D75	FANNIE MAE 1.5%	1.500	06/22/2020		AA+	Aaa	3,000,000.00	3,001,950.00	1.34	3,057,633.00	1.36	3.87
<b>Issuer total</b>							<b>8,800,000.00</b>	<b>8,810,907.58</b>	<b>3.94</b>	<b>8,910,360.80</b>	<b>3.97</b>	<b>2.91</b>
<b>Berkshire Hathaway Finance Corp</b>												
084664BS9	BERKSHIRE HATHAWAY	1.600	05/15/2017		AA	Aa2	8,300,000.00	8,492,684.00	3.80	8,368,848.50	3.73	0.86
<b>Issuer total</b>							<b>8,300,000.00</b>	<b>8,492,684.00</b>	<b>3.80</b>	<b>8,368,848.50</b>	<b>3.73</b>	<b>0.86</b>
<b>Wal-Mart Stores Inc</b>												
931142CU5	WAL-MART STORES INC	3.625	07/08/2020		AA	Aa2	5,750,000.00	6,207,470.00	2.77	6,288,165.50	2.80	3.73
<b>Issuer total</b>							<b>5,750,000.00</b>	<b>6,207,470.00</b>	<b>2.77</b>	<b>6,288,165.50</b>	<b>2.80</b>	<b>3.73</b>
<b>International Business Machines Corp</b>												
459200HT1	IBM CORP 1.95%	1.950	02/12/2019		AA-	Aa3	5,000,000.00	5,078,350.00	2.27	5,122,940.00	2.28	2.54
<b>Issuer total</b>							<b>5,000,000.00</b>	<b>5,078,350.00</b>	<b>2.27</b>	<b>5,122,940.00</b>	<b>2.28</b>	<b>2.54</b>
<b>State of Georgia</b>												
373384T63	GEORGIA ST 1.75%	1.750	02/01/2019		AAA	Aaa	5,000,000.00	5,064,750.00	2.26	5,115,400.00	2.28	2.52
<b>Issuer total</b>							<b>5,000,000.00</b>	<b>5,064,750.00</b>	<b>2.26</b>	<b>5,115,400.00</b>	<b>2.28</b>	<b>2.52</b>
<b>Commonwealth of Massachusetts</b>												
57582RAN6	MASSACHUSETTS ST	1.400	11/01/2018		AA+	Aa1	3,285,000.00	3,313,579.50	1.48	3,327,902.10	1.48	2.30
<b>Issuer total</b>							<b>3,285,000.00</b>	<b>3,313,579.50</b>	<b>1.48</b>	<b>3,327,902.10</b>	<b>1.48</b>	<b>2.30</b>

ATTACHMENT E-051

# GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

As of June 30, 2016

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
<b>Chevron Corp</b>												
166764AE0	CHEVRON CORP 1.718%	1.718	06/24/2018	05/24/2018	AA-	Aa2	2,600,000.00	2,620,774.00	1.17	2,630,373.20	1.17	1.89
<b>Issuer total</b>							2,600,000.00	2,620,774.00	1.17	2,630,373.20	1.17	1.89
<b>General Electric Co</b>												
369626P4	GENERAL ELECTRIC CO	2.100	12/11/2019		AA+	Aa3	2,525,000.00	2,555,779.75	1.14	2,604,936.45	1.16	3.33
<b>Issuer total</b>							2,525,000.00	2,555,779.75	1.14	2,604,936.45	1.16	3.33
<b>Cash and Cash Equivalents</b>												
	INVESTED CASH	0.000					45,833.50	45,833.50	0.02	45,833.50	0.02	0.00
<b>Issuer total</b>							45,833.50	45,833.50	0.02	45,833.50	0.02	0.00
<b>Grand total</b>							23,665,838.50	23,722,948.07	100.00	24,281,173.15	100.00	

# ATTACHMENT E-051 SECURITIES PURCHASED

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

For the period June 1, 2016 - June 30, 2016

Cusip / Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest purchased
<b>Corporate Bonds</b>							
9498815D5 WELLS FARGO BANK NA 1.75% 24/05/2019 MORGAN STANLEY AND CO., LLC	06/23/2016 06/24/2016	1.750	05/24/2019	4,900,000.00	100.84	(4,941,258.00)	(5,240.28)
<b>Total Corporate Bonds</b>				<b>4,900,000.00</b>		<b>(4,941,258.00)</b>	<b>(5,240.28)</b>
<b>Government Agencies</b>							
3133834H1 FEDERAL HOME LOAN BANK 1.375% 12/06/2020 WELLS FARGO SECURITIES INTL LTD	06/28/2016 06/30/2016	1.375	06/12/2020	5,200,000.00	101.33	(5,269,160.00)	(3,575.00)
<b>Total Government Agencies</b>				<b>5,200,000.00</b>		<b>(5,269,160.00)</b>	<b>(3,575.00)</b>
<b>Total</b>				<b>10,100,000.00</b>		<b>(10,210,418.00)</b>	<b>(8,815.28)</b>

**ATTACHMENT E-051**  
**SECURITIES SOLD AND MATURED**

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

For the period June 1, 2016 - June 30, 2016

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg. in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Interest earned
<b>Corporate Bonds</b>												
166764AC4 CHEVRON CORP NEW .889% DUE 06-24-2016	06/24/2016 06/24/2016	0.889		(4,800,000.00)	4,840,224.00	4,800,000.00 (1,260.28)	0.00	4,800,000.00 (883.20)	0.00	0.00	21,336.00	2,726.27
<b>Total (Corporate Bonds)</b>				<b>(4,800,000.00)</b>	<b>4,840,224.00</b>	<b>4,800,000.00</b> <b>(1,260.28)</b>		<b>4,800,000.00</b> <b>(883.20)</b>	<b>0.00</b>	<b>0.00</b>	<b>21,336.00</b>	<b>2,726.27</b>
<b>Government Bonds</b>												
912828WQ9 USA TREASURY 0.5% 30/06/2016	06/30/2016 06/30/2016	0.500		(5,150,000.00)	5,149,597.66	5,150,000.00 17.19	0.00	5,150,000.00 (1,148.45)	0.00	0.00	12,875.00	2,122.25
<b>Total (Government Bonds)</b>				<b>(5,150,000.00)</b>	<b>5,149,597.66</b>	<b>5,150,000.00</b> <b>17.19</b>		<b>5,150,000.00</b> <b>(1,148.45)</b>	<b>0.00</b>	<b>0.00</b>	<b>12,875.00</b>	<b>2,122.25</b>
<b>Grand Total</b>				<b>(9,950,000.00)</b>	<b>9,989,821.66</b>	<b>9,950,000.00</b> <b>(1,243.09)</b>		<b>9,950,000.00</b> <b>(2,031.65)</b>	<b>0.00</b>	<b>0.00</b>	<b>34,211.00</b>	<b>4,848.52</b>

# ATTACHMENT E-051

## TRANSACTION REPORT

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

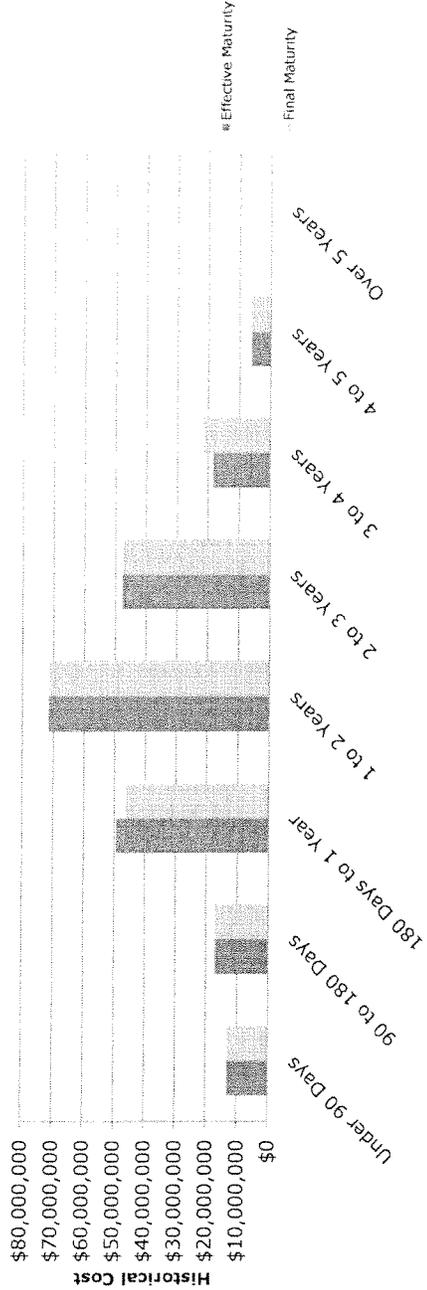
For the period June 1, 2016 - June 30, 2016

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
06/11/2016 06/11/2016	36962G6P4	Income	Corporate Bonds	GENERAL ELECTRIC CO 2.1%	12/11/2019	2,525,000.00	0.00	0.00	26,512.50	26,512.50
06/14/2016 06/14/2016	3135G0672	Income	Government Agencies	FANNIE MAE 1.125%	12/14/2018	5,800,000.00	0.00	0.00	32,625.00	32,625.00
06/15/2016 06/15/2016	88579YAG6	Income	Corporate Bonds	3M COMPANY 1.625%	06/15/2019	4,500,000.00	0.00	0.00	36,562.50	36,562.50
06/15/2016 06/15/2016	912828A59	Income	Government Bonds	USA TREASURY 0.625%	12/15/2016	7,600,000.00	0.00	0.00	23,750.00	23,750.00
06/15/2016 06/15/2016	912828G79	Income	Government Bonds	USA TREASURY 1% 15/12/2017	12/15/2017	8,200,000.00	0.00	0.00	41,000.00	41,000.00
06/22/2016 06/22/2016	3135G0D75	Income	Government Agencies	FANNIE MAE 1.5% 22/06/2020	06/22/2020	3,000,000.00	0.00	0.00	22,500.00	22,500.00
06/23/2016 06/24/2016	94988J5D5	Bought	Corporate Bonds	WELLS FARGO BANK NA 1.75%	05/24/2019	4,900,000.00	0.00	(4,941,258.00)	(5,240.28)	(4,946,498.28)
06/24/2016 06/24/2016	166764AC4	Income	Corporate Bonds	CHEVRON CORP NEW .889%	06/24/2016	4,800,000.00	0.00	0.00	21,336.00	21,336.00
06/24/2016 06/24/2016	166764AC4	Capital Change	Corporate Bonds	CHEVRON CORP NEW .889%	06/24/2016	(4,800,000.00)	0.00	4,800,000.00	0.00	4,800,000.00
06/24/2016 06/24/2016	166764AE0	Income	Corporate Bonds	CHEVRON CORP 1.718%	06/24/2018	2,600,000.00	0.00	0.00	22,334.00	22,334.00
06/28/2016 06/30/2016	3133834H1	Bought	Government Agencies	FEDERAL HOME LOAN BANK	06/12/2020	5,200,000.00	0.00	(5,269,160.00)	(3,575.00)	(5,272,735.00)
06/30/2016 06/30/2016	912828TB6	Income	Government Bonds	USA TREASURY 0.75%	06/30/2017	5,000,000.00	0.00	0.00	18,750.00	18,750.00
06/30/2016 06/30/2016	912828WQ9	Income	Government Bonds	USA TREASURY 0.5%	06/30/2016	5,150,000.00	0.00	0.00	12,875.00	12,875.00
06/30/2016 06/30/2016	912828WQ9	Capital Change	Government Bonds	USA TREASURY 0.5%	06/30/2016	(5,150,000.00)	0.00	5,150,000.00	0.00	5,150,000.00
06/30/2016		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	2.32	2.32

New Jersey Economic Development Authority  
 Maturity Distribution of Securities Held  
 June 30, 2016

Maturity	Effective Maturity Analysis		Final Maturity Analysis	
	Historical Cost	Percent	Historical Cost	Percent
Under 90 Days	13,164,561.00	5.88%	13,164,561.00	5.88%
90 to 180 Days	17,211,128.91	7.69%	17,211,128.91	7.69%
180 Days to 1 Year	49,407,325.26	22.08%	46,460,275.26	20.77%
1 to 2 Years	71,557,770.55	31.98%	71,557,770.55	31.98%
2 to 3 Years	47,711,454.60	21.33%	47,711,454.60	21.33%
3 to 4 Years	18,463,231.75	8.25%	21,410,281.75	9.57%
4 to 5 Years	6,207,470.00	2.77%	6,207,470.00	2.77%
Over 5 Years	0.00	0.00%	0.00	0.00%
	223,722,942.07	100.00%	223,722,942.07	100.00%

Maturity Distribution



ATTACHMENT E - 051

EXAMPLE: MONTHLY  
REPORT # 3  
PGS: 1-4

Screen Printed

G102		99 Download		BofAML Bond Indices: Return Summary					
The BofA Merrill Lynch 1-3 Year US Treasury Index				Inception Date		12/31/1975			
06/16	Currency	LOC	% Hedged	0	1-Month	3-Month	6-Month	YTD	1-Year
<b>Total Return Factors</b>									
Price Return (Local)				0.467	0.118	0.604	0.604	0.604	-0.353
Income Return (Local)				0.133	0.410	0.830	0.830	0.830	1.660
Total Return (Local)				0.599	0.529	1.434	1.434	1.434	1.307
<b>Total Return Index Values</b>									
Beginning Index Value				1161.636	1162.451	1152.071	1152.071	1152.071	1153.520
Ending Index Value				1168.595	1168.595	1168.595	1168.595	1168.595	1168.595
<b>Price Return Index Values</b>									
Beginning Index Value				117.210	117.618	117.050	117.050	117.050	118.175
Ending Index Value				117.757	117.757	117.757	117.757	117.757	117.757
<b>Excess Returns</b>									
Excess Return vs. Govt				-0.013	0.000	-0.069	-0.069	-0.069	-0.089
Excess Return vs. Swap				-0.008	0.015	0.029	0.029	0.029	-0.330
<b>Change in OAS (Including Rebalancing Impact)</b>									
Change in Govt OAS				0	-1	1	1	1	2
Change in Libor OAS				-1	-4	-6	-6	-6	9

ATTACHMENT E-051

MONTHLY REPORT # 3

<Menu> to Return

G102		99) Download	BofAML Bond Indices: Flexible Returns	
The BofA Merrill Lynch 1-3 Year US Treasury Index			Inception Date 12/31/1975	
05/31/2016	-	06/30/2016	Currency LOC	0 % Hedged
Total Return Factors		Periodic Return	Annualized Return	
Price Return (Local)		0.467	5.826	
Income Return (Local)		0.133	1.711	
Total Return (Local)		0.599	7.537	
Total Return Index Values				
Beginning Index Value		1,161.636		
Ending Index Value		1,168.595		
Price Return Index Values				
Beginning Index Value		117.210		
Ending Index Value		117.757		
Excess Returns				
Excess Return vs. Govt		-0.013	-0.174	
Excess Return vs. Swap		-0.008	-0.100	
Change in OAS (Including Rebalancing Impact)				
Change in Govt OAS		0		
Change in Libor OAS		-1		

ATTACHMENT E-051

MONTHLY REPORT #3

<Menu> to Return

G102		99 Download		BoFAML Bond Indices: Flexible Returns	
The BofA Merrill Lynch 1-3 Year US Treasury Index			Inception Date		
12/31/2015	06/30/2016	Currency	LOC	0	% Hedged
			Periodic Return	Annualized Return	
<b>Total Return Factors</b>					
Price Return (Local)			0.604	1.215	
Income Return (Local)			0.830	1.682	
Total Return (Local)			1.434	2.897	
<b>Total Return Index Values</b>					
Beginning Index Value			1,152,071		
Ending Index Value			1,168,595		
<b>Price Return Index Values</b>					
Beginning Index Value			117,050		
Ending Index Value			117,757		
<b>Excess Returns</b>					
Excess Return vs. Govt			-0.069	-0.141	
Excess Return vs. Swap			0.029	0.059	
<b>Change in OAS (Including Rebalancing Impact)</b>					
Change in Govt OAS			1		
Change in Libor OAS			-6		

Australia 61 2 9777 0600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000  
Japan 81 3 3201 0900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2016 Bloomberg Finance L.P.  
SN 463922 MDT GMT-6:00 6774-4894-0 01-Jul-2016 12:12:48

ATTACHMENT E-051

MONTHLY REPORT #3

<Menu> to Return

G102		99) Download	BofAML Bond Indices: Flexible Returns	
The BofA Merrill Lynch 1-3 Year US Treasury Index			Inception Date 12/31/1975	
06/30/2015	06/30/2016	Currency	LOC	0 Hedged
Total Return Factors		Periodic Return	Annualized Return	
Price Return (Local)		-0.353		-0.353
Income Return (Local)		1.660		1.660
Total Return (Local)		1.307		1.307
Total Return Index Values				
Beginning Index Value		1,153.520		
Ending Index Value		1,168.595		
Price Return Index Values				
Beginning Index Value		118.175		
Ending Index Value		117.757		
Excess Returns				
Excess Return vs. Govt		-0.089		-0.089
Excess Return vs. Swap		-0.330		-0.330
Change in OAS (Including Rebalancing Impact)				
Change in Govt OAS		2		
Change in Libor OAS		9		

Australia 61 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000  
Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2016 Bloomberg Finance L.P.  
SN 463922 MDT GMT-6:00 G774-4894-0 01-Jul-2016 12:14:34

## **EXHIBITS SECTION**

## **Exhibit A**

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contractcompliance](http://www.state.nj.us/treasury/contractcompliance) )

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

## **Exhibit B**

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EXHIBIT B**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input style="width:50px;" type="text"/>				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width:50px;" type="text"/>				
10. PUBLIC AGENCY AWARDED CONTRACT				
	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
<b>TOTAL</b>														
<b>Total employment From previous Report (if any)</b>														
<b>Temporary &amp; Part-Time Employees</b>	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED  MO.    DAY    YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO.    DAY    YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION)

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

## **Exhibit C**

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certificate \_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor has filed the Employee Information Report pursuant to P.L.R.S. 1728-1.7 of the Public Employees' Compensation Act. This approval will remain in effect for the period of \_\_\_\_\_

**VOID**



  
State Treasurer

**VOID**

## **Exhibit D**

## Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Control Compliance Programs  
Newark Area Office  
124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

## **Exhibit E**

Example 1:

STATE OF NEW JERSEY  
TREASURY DEPARTMENT  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE LICENSE AND TESTING SERVICE CONTRACTORS

TAXPAYER NAME:	FRANK AMERI
TAX REGISTRATION TEST ACCOUNT:	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION #: 970-097-3821000	SEQUENCE NUMBER: 0107000
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EXECUTIVE DATE: 07/14/04	<i>J.P. S. Tully</i> Director

This Certificate is not to be used as a license. It must be continuously displayed at above address.

Example 2:



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**

20041014112823533

## **Exhibit F**

# BUSINESS REGISTRATION CERTIFICATE

## PUBLIC LAW 2004, CHAPTER 57

### Required for All Procurements

A Business Registration Certificate serves as proof of valid business registration with the New Jersey Division of Revenue. All vendors must provide this documentation when seeking to do business with the State of New Jersey and other public agencies in this state.

- **Any business including an out-of-state business** with a presence or nexus in New Jersey, operating as a corporation, limited partnership, limited liability company or limited liability partnership must first obtain legal authority to operate in this State prior to submitting Form NJ-REG. Generally, this is accomplished by filing a Certificate of Incorporation or Formation with the Division.
- **Out-of-state businesses** that believe they do not have state tax nexus will file a paper form NJ-REG in order to obtain a Business Registration Certificate. Business entities that file form NJ-REG only will be subject to a nexus review, initiated and conducted by the Division of Taxation.
- **Individuals or Unincorporated Construction Contractors with no business tax or employer obligations** may register using Form REG-A instead of Form NJ-REG in order to obtain the Business Registration Certificate. Individuals who have created and are operating as a business entity (e.g. LLC) may not use Form REG-A.
- **Non-profit organizations**, although required to register for tax purposes, are not subject to the proof of registration requirement when contracting with public agencies in this state.

## Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit [www.nj.gov/treasury/revenue/filecerts.htm](http://www.nj.gov/treasury/revenue/filecerts.htm), or call 609-292-9292.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at [www.nj.gov/treasury/revenue/pdf/forms/rega.pdf](http://www.nj.gov/treasury/revenue/pdf/forms/rega.pdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-1730 or submit by e-mail at [www.nj.gov/treasury/revenue/revcontact.html](http://www.nj.gov/treasury/revenue/revcontact.html).

### How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

**What information does the proof of registration contain?** The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

## EXHIBIT F

### **BUSINESS REGISTRATION- Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:**

Each entity responding to this RFQ/P must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“BRC”), prior to entering into a contract with the New Jersey Economic Development Authority (“Authority”). All New Jersey and out-of-State business organizations must obtain a “BRC”, prior to conducting business with the New Jersey Economic Development Authority. Proposers and any joint venture partners submitting a proposal are strongly encouraged to submit their “*Business Registration Certificate(s)*”, as well as the “*Business Registration Certificate*” for any named subcontractors with the proposal. The successful Proposer is required to ensure that it, each joint venture partner and all subcontractors possess a valid “*Business Registration Certificate*” throughout the term of the contract and any extensions thereto.

A sample “*Business Registration Certificate*” is attached to this RFQ/P, as **Exhibit E**.

The Authority cannot award a contract unless a valid “*Business Registration Certificate*” is obtained for each entity, as required by law. In the event the Proposer, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid “*Business Registration Certificate*” prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority, proof of a valid “BRC” registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Proposer must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their “*Business Registration Certificate*” to the Contractor. The Contractor shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract, unless the subcontractor first provides to the Contractor, proof of the subcontractor’s valid “BRC” registration.

As required by law, the Authority cannot award a contract to any Proposer or joint venture partners, which does not possess a valid “*Business Registration Certificate*”.

The business registration form (Form NJ-REG) can be found online at

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

Proposers may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing “*Business Registration Certificate*”.

INDIVIDUALS, who may be responding to this RFQ/P, or who may perform work against the contract as a subcontractor MUST also possess a valid “*Business Registration Certificate*”. The individual must complete and sign form “NJ-REG-A” (Rev 12/06) and submit it to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The “NJ-REG-A” form may be found at the Department of Treasury’s website:

[http://www.state.nj.us/treasury/revenue/pdforms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdforms/reg_a.pdf)

The contractor and any subcontractor / subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State (reference **Exhibit F**).

## **Exhibit G**



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
"SOURCE DISCLOSURE CERTIFICATION"**

**Bidder:** \_\_\_\_\_  
(e.g. "ABC Company Inc., LLC")

**Contract / PO Number:** \_\_\_\_\_  
(e.g. "2010-RFQ/P-001" or "1234")

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the New Jersey Economic Development Authority, so that it can comply with the requirements of *Public Law 2005, Chapter 92 - N.J.S.A. 52:34-13.2*.

**Instructions:**

**List every location where services will be performed by the Bidder and all subcontractors.**

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. **Attach additional pages if necessary.**

<b>Bidder and / or Subcontractor(s)</b> (e.g.) "ABC Company Inc., LLC"	<b>Description of Services</b> (e.g.) "Underwriting"	<b>Performance Locations(s) by COUNTRY</b> (e.g.) "U.S.A." or "India"	<b>Reasons why services cannot be performed in USA</b> (e.g.) "not applicable" or "see attached"

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof, will be immediately reported by the successful Bidder to the Director - Internal Process Management, New Jersey Economic Development Authority, P.O. Box 990, Trenton, New Jersey 08625-0990.

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 Chief Executive Officer of the New Jersey Economic Development Authority, in accordance with the requirements of *N.J.S.A. 52:34-13.2*.

I understand that, if after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States, to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the New Jersey Economic Development Authority; the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the New Jersey Economic Development Authority to accept a bid proposal, with knowledge that the New Jersey Economic Development Authority will rely upon the truth of the statements contained herein.

I certify that, to the best of my knowledge, and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Bidder:** \_\_\_\_\_  
(Name of Bidding Organization or Entity)

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
(Bidding Entity Representative's Signature)

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Bidding Entity Representative's Name)

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**SOURCE DISCLOSURE CERTIFICATION**

**PUBLIC LAW 2005, CHAPTER 92 –**  
**N.J.S.A. 52:34-13.2**

**Required for All Procurements of Services**

All Vendors seeking to enter into any contract with the New Jersey Economic Development Authority, in which services are procured, must disclose the following:

- the location **by country** where services under the contract will be performed; and
- any subcontracting of services under the contract and the location **by country** where any subcontracted services will be performed.

The New Jersey Economic Development Authority cannot award a contract to a Vendor that does not provide all disclosures, as required.

The Authority cannot award a contract to a Vendor that submits a bid or proposal to perform services or have a subcontractor perform services outside the United States, unless one of the following conditions is met:

- the Vendor or its subcontractor provides a unique service and no comparable domestically-provided service can adequately duplicate the unique features of the service provided by the vendor or its subcontractor; or
- a significant and substantial economic cost factor exists such that a failure to use the vendor's or subcontractor's services would result in economic hardship to the New Jersey Economic Development Authority; or
- the Director – Internal Process Management shall determine whether sufficient justification has been provided by the Bidder to form the basis of its certification that the services cannot be performed in the United States and whether to seek the approval of the Chief Executive Officer of the New Jersey Economic Development Authority, in accordance with the requirements of *N.J.S.A. 52:34-13.2*.

If during the term of the contract or any extensions thereto, it is determined that the Bidder has shifted services declared above to be provided within the United States, to sources outside the United States, prior to a written determination by the Authority's Director – Internal Process Management, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the New Jersey Economic Development Authority, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause.

## **Exhibit H**



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
SET ASIDE INFORMATION FORM  
GOODS AND SERVICES**

RFQ/P or RFB#: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Is your Company registered with the NJ Department of Treasury - Division of Revenue – Small Business Registration and M/WBE Certification Services Unit (609) 292-2146) as a Small Business Enterprise (SBE)?

\_\_\_\_\_ Yes \_\_\_\_\_ No [If yes, attach a copy of your *Certificate of Registration*]

If “Yes”, indicate your Registration Number: \_\_\_\_\_

If “No”, have you applied with the Division to become registered? \_\_\_\_\_ Yes \_\_\_\_\_ No

Application date: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Commodity Code: \_\_\_\_\_

Is your Company a corporation? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is your Company a Small Business Enterprise (SBE) [*no more than 100 full-time employees*]:

\_\_\_\_\_ Small Business with Gross Revenues that *do not* exceed \$500,000.

\_\_\_\_\_ Small Business with Gross Revenues that *do not* exceed \$12 million or the applicable Federal Revenue Standards established at 13 CFR 121.201 incorporated herein by reference, whichever is higher.

Is your Company a Minority-owned Business (MBE)? \_\_\_\_\_ Yes \_\_\_\_\_ No [optional]

If “Yes”, please specify Ethnicity: \_\_\_\_\_ [optional]

Is your Company a Woman-owned Business (WBE)? \_\_\_\_\_ Yes \_\_\_\_\_ No [optional]

Is your Company a Veteran-owned Business (VBE)? \_\_\_\_\_ Yes \_\_\_\_\_ No [optional]

*In accordance with Executive Order 34 (2006) and Public Law 2011, c. 147, the New Jersey Economic Development Authority encourages the use of Small Business Enterprises in all of its contracts, as well as Woman-owned, Minority-owned and Veteran-owned Business Enterprises.*

**Please answer all questions, check those responses that apply and return to:**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
ATTN: Internal Process Management Department  
P.O. Box 990  
Trenton, NJ 08625-0990**

## **Exhibit I**

**IMPORTANT: This DOCUMENT should be SUBMITTED with the BID / PROPOSAL. Exhibit I**



**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
SET-ASIDE COMPLIANCE CERTIFICATE  
GOODS AND SERVICES CONTRACTS -  
SMALL BUSINESS ENTERPRISE (SBE)**

**Name of Firm:** \_\_\_\_\_  
("The Firm")

**Street Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Contact Name and Title:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

I hereby certify that the Firm will comply with New Jersey laws pertaining to Set-Aside contracts and am aware that the Firm is subject to criminal and civil penalties, including debarment, in the event of non-compliance. I further certify that the Firm will make a good faith effort to meet the Set-Aside goals and am aware that the Firm must document these efforts and supply such documentation to the New Jersey Economic Development Authority.

I am aware that, if awarded a contract, the Firm must submit a *Monthly Status Report* with all invoices, to the Authority and that invoices will not be processed unless accompanied by the *Monthly Status Report*. I am also aware that failure to complete and submit this "Set-Aside Compliance Certificate" (reference *Exhibit I*), as well as the "Set Aside Information Form" (included in this RFQ/P as *Exhibit H*) may result in a delay in evaluating the proposal.

The Firm lists the following pool of certified SBE subcontractor firms by attaching a copy of "*Set-Aside Information Form*" (*Exhibit H*) for each subcontractor, in order to permit the Authority to effectively assess the Firm's plan for attaining the specified set-aside goals and / or documenting the Firm's good faith effort to meet the set-aside goals:

- Small Business with Gross Revenues that *do not* exceed \$500,000 (10%):
- Small Business with Gross Revenues that *do not* exceed \$12 Million (15%):

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*Name of Authorized Representative of Firm Noted Above*

\_\_\_\_\_  
*Print Name of Authorized Representative Signing Document*

\_\_\_\_\_  
*Title of Authorized Representative*

**IMPORTANT: This DOCUMENT should be SUBMITTED with the BID / PROPOSAL. Exhibit I**

**SET ASIDE:**

In accordance with the requirements of *N.J.A.C. 17:13* and *N.J.A.C. 17:14*, as amended, the Authority is required to develop a Set-Aside business plan for Small Business Enterprises (SBEs). **The Authority encourages the participation of SBE firms as registered with the New Jersey Department of Treasury, Division of Revenue and Enterprise Services – Business Services Bureau** for the services subject to this RFQ/P. Information regarding SBE registration and MBE, WBE and VOB certification can be obtained by contacting the Office of Business Services at (609) 292-2146 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/)

It is the Authority's goal to award twenty-five (25%) percent of the dollar value of its contract to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than one hundred (100) full-time employees, and whose gross revenues do not exceed \$12 million dollars or the applicable annual revenue standards set forth in 13 CFR 121.201, incorporated herein by reference and as may be adjusted periodically, whichever is higher, and satisfies any additional eligibility standards under this chapter.

(reference [www.sba.gov/tools/resourcelibrary/laws.and.regultaions/index.html](http://www.sba.gov/tools/resourcelibrary/laws.and.regultaions/index.html)),  
(NAICS Codes can be obtained at [www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html))

**FOR GOODS AND SERVICES:**

It is the Authority's goal to award:

- Ten (10%) percent of its contracts to eligible small businesses whose principal place of business is in New Jersey, is independently owned and operated, has no more than 100 full-time employees, and whose gross revenues do not exceed **\$500,000**;
- Fifteen (15%) percent of its contracts to eligible small businesses whose principal place of business is in New Jersey, is independently owned and operated has no more than 100 full-time employees, and whose gross revenues do not exceed **\$12 million dollars** or the applicable federal revenue standards established at 13 CFR 121.201 incorporated herein by reference, whichever is higher.

The Proposer, its joint venture partners, if any, and any named subcontractors and / or subconsultant firms should complete the attached "***Set Aside Information Form***" (***Exhibit H***) and **submit with the proposal.**

**In addition, all Proposers should complete and submit the attached "*Set Aside Compliance Certificate*" (***Exhibit I***) with the proposal.**

Failure to complete and submit the "*Set-Aside Information Form*" and the "*Set-Aside Compliance Certificate*" documents may result in a delay in evaluating the proposal. The Proposer's "*Set Aside Compliance Certificate*" will convey information in sufficient detail to permit the Authority to effectively assess the Proposer's plan for attaining the specified Set-Aside goal or documenting the Proposer's good faith effort to meet the Set-Aside goal.

On a monthly basis, the successful Proposer must submit a "*Monthly Status Report*", with its invoice. Invoices will not be processed unless accompanied by the "*Monthly Status Report*".

**ORDER 34 (2006) and PUBLIC LAW 2011, c. 147 COMPLIANCE:**

In accordance with *Executive Order 34 (2006)* and *Public Law 2011, c. 147*; the Authority encourages the use of Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) entities and MBE and WBE subcontractor and / or subconsultant firms, as well as Veteran-owned Business Enterprises (VOBs) entities and VOB subcontractor and / or subconsultant firms, respectively.

## **EXHIBIT J**

**Proposers should utilize the Exhibit J – Signatory Page posted to the Authority’s website to prepare the Signatory Page. This specimen copy is provided for reference only.**

# RFQ/P - SIGNATORY PAGE

New Jersey Economic  
Development Authority (NJEDA)  
IPM - Procurement  
36 West State Street - 4th Floor  
Trenton, New Jersey 08625-0990

RFQ/P Solicitation#:	2016-051 EXHIBIT J
Solicitation Title:	INVESTMENT CASH MANAGEMENT CONSULTING SERVICES
Contract Term:	ONE (1) YEAR with TWO (2), TWO (2) YEAR EXTENSION OPTIONS

Small Business Set-Aside RFQ/P

(To be completed by the Vendor {Bidder})

**THIS FORM MUST BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S {BIDDER'S} RFQ/P PROPOSAL OTHERWISE, THE RFQ/P PROPOSAL WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR A CONTRACT AWARD.**

Firm Name:	<input type="text"/>	Phone Number:	<input type="text"/>
Address:	<input type="text"/>	Fax Number:	<input type="text"/>
City, State, ZIP:	<input type="text"/>	Authorized Signature:	<input type="text"/>
FEIN:	<input type="text"/>	Printed Name:	<input type="text"/>
E-Mail Address:	<input type="text"/>	Title:	<input type="text"/>

By signing & submitting this Proposal, the Vendor {Bidder} certifies and confirms that:

1. Neither the Vendor {Bidder}, nor its representatives, agents or lobbyists have initiated any inappropriate contact with any NJEDA employee during the procurement to attempt to affect the bidding process and shall not do so after submission of its Proposal;
2. The Vendor {Bidder} has read, understands, and agrees to ALL terms, conditions, and specifications set forth in the RFQ/P, including but not limited to all Q&A, Addenda, and the submittal and completion of all forms, certifications, registrations and other documents required in this RFQ/P in the form of Exhibit attachments.  
See the Advertised Solicitation, current Bid Opportunities on the NJEDA web-page: <https://www.NJEDA.com/rfq>
3. The Vendor {Bidder} has sufficient resources, legal capacity & authority to provide the goods and/or service(s) identified herein and is willing to be bound to said Proposal. The Firm agrees to hold prices firm for a period of ninety (90) days to accommodate the Authority's evaluation & award process and any resulting contract (signed by an authorized company representative);
4. A defaulting Vendor {Contractor} may also be liable, at the option of the NJEDA, for the difference between the Contract price and the price bid by an alternate vendor of the goods or services, in addition to other remedies available; and
5. By signing and submitting this Proposal, the Vendor {Bidder} consents to receipt of any and all documents related to this RFQ/P and the resulting Contract by electronic medium or facsimile.

## ADDITIONAL VENDOR {BIDDER} REQUIREMENTS (For NJEDA Use Only)

<input type="checkbox"/> Bid Security	Amount:	<input type="text"/>	<input type="checkbox"/> Payment Security	Amount:	<input type="text"/>
<input type="checkbox"/> Performance Security	Amount:	<input type="text"/>	<input type="checkbox"/> Retainage	Percentage:	<input type="text"/>

For set-aside contracts only, a Vendor {Bidder} must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to [N.J.A.C. 17:13-3.1](#) & [17:13-3.2](#) for additional information.

## CONTRACT AWARD (For NJEDA Use Only)

The Firm is being awarded a contract, in accordance with the Vendors {Bidders} submitted proposal, identified as Exhibit L, Contract for Professional Services, per the above referenced RFQ/P response. Please accept, sign and return the attached Contract, to the NJEDA. Upon receipt of the signed contract by an authorized representative of the firm, the NJEDA will sign and return a fully executed copy to the Vendor {Contractor}, per the Contract Effective date indicated below, to begin providing the goods, products, and/or services identified herein, thus constituting a Contract with the NJEDA.

Purchase Order Number:	<input type="text"/>		
Contract Award Date:	<input type="text"/>	Contract Term & Extension Options:	<input type="text"/>
Contract Effective and Expiration Date:	<input type="text"/>		

## **Exhibit K**

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

#### Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### Instructions for Completing the Form

**NOTE:** Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

#### Part 1: BUSINESS ENTITY INFORMATION

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

**(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

## Public Law 2005, Chapter 51 and Executive Order 117 (2008)

### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

### USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** means any 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 also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. <sup>1</sup>
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

<sup>1</sup>Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



**Division of Purchase and Property**

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

## **EXHIBIT L**

**CONTRACT FOR PROFESSIONAL SERVICES**

**INVESTMENT/CASH MANAGEMENT  
CONSULTING SERVICES**

(reference 2016-RFQ/P-051)

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and \_\_\_\_\_ (the "Vendor"), having its address at \_\_\_\_\_.

**The Authority and the Vendor agree as follows:**

1. **The Work.** The Vendor shall perform or shall provide the services as specifically detailed in the Vendor's Proposal, dated \_\_\_\_\_, 2016 (and as clarified in the Vendor's revised Proposal dated \_\_\_\_\_, and \_\_\_\_\_, 2016) and the Authority's Request for Proposal ("RFQ/P"), dated \_\_\_\_\_ 2016, which are attached hereto and made a part of this Contract.

2. **Time.** The Vendor shall render the services described in the Vendor's Proposal and RFQ/P as required by the Authority and generally pursuant to the Fee Schedule included therein.

The initial term of this Contract is one (1) year, with two (2) two (2) year extension periods, to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions. Pricing shall remain firm throughout the term of the contract and any extensions thereto.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right it its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until a replacement contract for Investment Cash Management Consulting Services is entered into by the Authority and replacement Vendor is prepared to engage in the Work.

3. **Contract Price.** The Authority shall pay the Vendor for the performance of the Work based on the Prices as stated in the Fee Schedule set forth in the Vendor's Proposal. The Authority may require services in addition to those agreed to in the *RFQ/P* and the Proposal. Compensation to the Vendor for additional services shall be in accordance with the *Hourly Rates Fee Schedule (reference Exhibit R – Section 2A-D)* as set forth in Vendor's Proposal; or if not specified in Vendor's Proposal, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** 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 Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Vendor 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 Vendor or subcontractor(s) hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Vendor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Vendor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

5. **Manner of Payment** As specified in the RFQ/P and the Fee Schedule, on a monthly basis, the Vendor shall submit to the Division an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Vendor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal. The Vendor must submit a Monthly Status Report to the Authority. Invoices will not be processed unless accompanied by the Monthly Status Report.

6. **Indemnification.** The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.

The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

7. **Insurance.** The Vendor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. All liability insurance policies

shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) **Workers' Compensation and Employers' Liability.**

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) **Professional Liability Insurance.**

The Vendor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

(d) **Cyber Security Insurance.**

The Vendor shall carry Cyber Security Insurance in the amount of \$5,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations. This coverage will be either a part of or separate from the Professional Liability Insurance.

The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Vendor shall maintain continuous claims-made coverage for the life of the contract and any extensions thereto and for a period of two (2)

years beyond the expiration of the contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the contract.

A \$5,000,000 occurrence limit for General Liability, Professional Liability and Cyber Security shall be maintained at all times throughout the term of the Contract and any extensions thereto. Such coverage may be obtained in combination with Umbrella Insurance which shall provide excess coverages for the General Liability, Professional Liability and Cyber Security Insurances.

**(e) Automobile Liability Insurance.**

The Consultant Firm shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any owned, hired or non-owned automobiles / vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The General Liability and Professional Liability policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Vendor shall maintain continuous claims-made coverage for the life of the contract and any extensions thereto and for a period of two (2) years beyond the expiration of the contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the contract.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. These Certificates shall contain a provision that coverages afforded under the policies shall not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority within forty-eight (48) hours of any changes or cancellations to policies affecting the Authority.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon seven (7) days advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Vendor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature (“Confidential Information”). The Vendor agrees that the use and handling of Confidential Information by the Vendor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Vendor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Vendor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Vendor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor, its employees and subcontractors; or (iii) is required to be disclosed by law or by regulatory or judicial process. The Vendor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed be appropriate by the Authority, in its sole discretion.

Pursuant to *Section 6 Indemnification* of the Contract, the Vendor shall indemnify and hold the Authority, its employees and members harmless for any breach of *Section 9* “Confidential Information of the Authority”, by the Vendor, its employees or subcontractors.

10. **Debarment Liability.** The Vendor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976),

and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. No Vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), with which such Vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13(i), of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Vendor shall be reported in writing forthwith by the Vendor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.
- c. No Vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Vendor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No Vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No Vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".

The Vendor shall proceed with the Work at such rate of progress to insure full completion as set forth in the *RFQ/P* and the Vendor's Proposal.

For reasons within the Vendor's control, if the Vendor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Vendor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Vendor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) "Contribution" - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (C.10:44A-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. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" - means any 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. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 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 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person=s spouse or child, residing in the same household.

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Vendor shall be a material term of this Agreement.

13.3 Vendor hereby certifies to the Authority that commencing on and after October 15, 2004, Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Vendor and the Authority pursuant to P.L. 2005, c. 51. Vendor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Vendor hereby covenants that Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Vendor (and each of its principals, subsidiaries and political organizations included within the

definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits 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) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs 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 Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Vendor to the Authority in connection with this Agreement.

13.6 Vendor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Vendor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Vendor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

**14. General Conditions.**

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Vendor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Vendor shall provide to the Authority, at Vendor's expense, copies of all reports, schedules, charts, graphs, and/or other documents required.

D. If the Authority or Vendor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Vendor's services and of the Work.

F. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

G. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, refer to "*Exhibit A*".

The Vendor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

H. In accordance with Public Law 2004, Chapter 57, a subcontractor shall provide a copy of its business registration to any Vendor who shall forward it to the Authority. No contract with a subconsultant shall be entered into by any Vendor unless the subconsultant first provides proof of valid business registrations. The Vendor shall provide written notice to all subconsultants that they are required to submit a copy of their business registration to the Vendor. The Vendor shall maintain a list of the names of any subconsultants and their current addresses, updated as necessary during the course of the contract performance. The Vendor shall submit to the Authority a copy of the list of subconsultants, updated as necessary during the course of performance of the contract. The Vendor shall submit a complete and accurate list of the subconsultants to the Authority before a request for final payment is made to the Authority. The Vendor and any subconsultant providing goods or performing services under this contract,

and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State, refer to "*Exhibit B*".

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq. N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is required to develop a set-aside plan for Small Businesses. The Vendor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Vendor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The Vendor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

L. The Authority and the Vendor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Vendor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

M. Any notices required to be given under this Contract shall be mailed to:  
New Jersey Economic Development Authority  
P.O. Box 990, 36 West State St.  
Trenton, New Jersey 08625-0990  
Attn: Designated Contract Manager  
AND  
Vendor Name

N. To the extent that there is any conflict between the terms and conditions of the Vendor's Proposal and the terms and conditions of the Contract and the Authority's RFQ/P, the Contract and RFQ/P shall control.

O. This Contract shall be construed under the laws of the State of New Jersey.

P. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

Q. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

R. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

S. This Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Vendor and an authorized representative of the Authority.

T. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Vendor to be legally bound.

This Contract for Professional Services – Investment/Cash Management Consulting Services is entered into as of the day and year first written above.

ATTEST:

**NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Melissa Orsen  
Chief Executive Officer

ATTEST:

**CONSULTANT FIRM**

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT P**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.**  
 ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2  
**PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.**

	<b>YES</b>	<b>NO</b>
1. Are there any individuals, corporations or partnerships owning a <b>10% or greater</b> interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

**IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.**

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties <b>individuals</b> ?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties <b>corporations or partnerships</b> ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a <b>10% or greater</b> interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

**IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".**

For Questions 2-4 answered "YES", you **must** disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

**TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.**

<b>Individuals</b>	
<p><b>Name:</b> _____ <b>Date of Birth:</b> _____</p> <p><b>Home Address:</b> _____</p> <p><b>City</b> _____ <b>State</b> _____ <b>Zip Code</b> _____</p> <p>Are there <b>additional</b> entities holding <b>10% or greater</b> ownership interest in the bidder/offeror and its parent corporation/partnership?</p> <p align="center"><input type="checkbox"/> Yes    or    <input type="checkbox"/> No</p>	<div style="border: 1px solid gray; padding: 5px; width: 80px; margin: auto;">Delete Entry</div>
<div style="border: 1px solid gray; padding: 5px; width: 300px; margin: auto;">Add An Additional Individuals Entry</div>	

## Partnerships/Corporations

Entity Name: \_\_\_\_\_

Partner Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or  No

Delete Entry

Add An Additional Partnerships/Corporations Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

**EXHIBIT Q**

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT R**

**Proposers should utilize the Exhibit R – Fee Schedule File posted to the Authority’s website to prepare the Fee Schedule.  
This specimen copy is provided for reference only.**



# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

2016-RFQ/P-051

INVESTMENT/CASH MANAGEMENT CONSULTING SERVICES

## FEE SCHEDULE

### EXHIBIT R - Section 1

**INSTRUCTIONS to PROPOSERS:**

1. The Proposer shall complete and submit in Section 1 the "Monthly % for the Services Fee based on Assets Under Management " to manage and execute each of the requirements indicated in this RFQ/P and as detailed in the section preliminary "Scope of Services / Deliverables" and as further detailed in the section "Fee Schedule".
2. The Proposer shall complete and submit in Section 2 the "Hourly Rate" for the Staff Levels listed. This pricing will only be used if the Authority requests "Additional Services" that may be required during the contract term.
3. The Proposer MUST complete ALL areas of the "FEE SCHEDULE - Sections 1 and 2; no areas may be left blank/incomplete. Failure to do so will result in rejection of the bid proposal.

"Monthly Percentage Cost of Assets Under Management"			
FEE SCHEDULE SECTION 1: (Section 1A-1C)	Below are the various Dollar breakpoints for the "Assets Under Management"		Proposers must enter a Monthly PERCENTAGE (%) to be assessed for "Monthly % Cost-Cash Mgmt Svcs"
1A	FIXED INCOME	UP TO \$150 MILLION	%/month
1A	FIXED INCOME	\$150 - \$250 MILLION	%/month
1A	FIXED INCOME	\$250 MILLION PLUS	%/month
1B	RETIREE BENEFIT TRUST	UP TO \$20 MILLION	%/month
1B	RETIREE BENEFIT TRUST	\$20 - \$40 MILLION	%/month
1B	RETIREE BENEFIT TRUST	\$40 MILLION PLUS	%/month
1C	IF APPLICABLE: INDICATE MINIMUM MONTHLY FEE - FIXED INCOME PORTFOLIO.		\$ /MO.
1C	IF APPLICABLE: INDICATE MINIMUM MONTHLY FEE - RETIREMENT BENEFIT TRUST PORTFOLIO.		\$ /MO.

"Hourly Staff Rates that may be Required during the Contract Term"			
FEE SCHEDULE SECTION 2: (Section 2A-2D)	STAFF LEVELS	LIST ALL THE ACTUAL JOB TITLE'S THAT MAY APPLY FOR EACH STAFF LEVEL SHOWN	Hourly Rate- "\$/Hour"
2A	SENIOR EXECUTIVE/MANAGER		\$ /hour
2B	MID-LEVEL EXECUTIVE/MANAGER		\$ /hour
2C	LOW-LEVEL EXECUTIVE/MANAGER		\$ /hour
2D	ADMIN/SUPPORT STAFF		\$ /hour

**IMPORTANT:**

**The Fee Schedule MUST be SIGNED in INK by an Authorized Representative of the Proposing Entity**

Proposing Entity's Name:			
Proposer's Address:			
	Street Address	City / State / Zip Code	
Authorized Representative:			
	Authorized Representative's Name	Title	
	Authorized Representative's Signature	Date	

## **EXHIBIT U**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.**

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

**NON-PROFIT ENTITIES:** PLEASE LIST **ALL** OFFICERS/DIRECTORS IN **PART 2** OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.**  
**IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.**  
**IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.**

**PART 2: PROVIDING ADDITIONAL INFORMATION**

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include 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. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

**Non-profit bidder/offerors** must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

**Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.**

### Additional Information

Person or Entity \_\_\_\_\_ Date of Inception: \_\_\_\_\_

Current Status \_\_\_\_\_

Brief Description \_\_\_\_\_

Caption of Action (if applicable) \_\_\_\_\_ Disposition of Action (if applicable) \_\_\_\_\_

Delete Entry

Bidder/Offeror Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Add Additional Information

### Officers/Directors

Name: \_\_\_\_\_

Title \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Do Not Enter PIN as a Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT V**

**Proposers should utilize the Exhibit V – Client Asset Summary posted to the Authority’s website to prepare the Client Asset Summary. This specimen copy is provided for reference only.**



## **EXHIBIT W**

**Proposers should utilize the Exhibit W – Client Annual Performance posted to the Authority’s website to prepare the Client Annual Performance .**

**This specimen copy is provided for reference only.**



