

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

REQUEST FOR QUALIFICATIONS / PROPOSALS (RFQ/P)

For

INVESTMENT/CASH MANAGEMENT CONSULTING SERVICES

(2016-RFQ/P-051 Final 10/26/16)

1. **INTENT / SUMMARY of SCOPE:**

The New Jersey Economic Development Authority (“Authority”, “EDA”) is seeking proposals from well-qualified firms, licensed by the Securities and Exchange Commission (SEC) with demonstrated experience in providing Investment/Cash Management Consulting Services to other client entities, in both the public and private sectors to respond to this solicitation.

The successful Proposer (“Consultant”, “Consultant Firm”, “Vendor”) will work in cooperation with the Authority’s finance/accounting staff, to provide the following services, which include but are not limited to discretionary, comprehensive investment advisory and portfolio management services, investment trends, forecasting, reporting, and cash management guidance. This RFQ/P further requires that the successful Consultant Firm manage and utilize the Authority’s selected 3rd Party Custodian’s for the Fixed Income Managed Portfolio Accounts and the Retiree Benefit Trust Portfolios, contained herein. Interested Proposers are directed to **“Attachment A – Scope of Services/Deliverables”, Attachment C – EDA Investment Policy – Fixed Income Managed Accounts”, and “Attachment D – EDA Retiree Benefit Trust Investment Policy”**.

It is the intent of the Authority to **award a one (1) year contract with two (2), two (2) year extension options**, to be exercised at the sole discretion of the Authority, at the same prices, specifications, terms and conditions to provide these Investment/Cash Management Consulting Services. The resulting contract will be based on a total estimated annual budget of \$200,000.00 dollars.

Interested Proposers should refer to **“Section 38 – Term of Contract” and “Section 39 - Award”** of this RFQ/P, for additional information. No adjustments will be made to the prices stated in the Proposer’s **“Fee Schedule”** throughout the term of the contract or any extensions thereto. It is the Authority’s intent to engage one (1) successful Proposer, who will manage, perform and execute the various requisite services and Deliverables as outlined herein, to transition and implement Investment/Cash Management Consulting Services.

Due to the magnitude and importance of the work to be performed, proposals submitted by a sole individual or proprietorship SHALL NOT be considered.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Consultant Firm is engaged to provide these requisite services.

2. **BACKGROUND:**

The EDA, which was established to promote economic and urban development in the State, is an independent instrumentality of the State of New Jersey. The Authority is a state financing and economic development agency that offers financing assistance to for-profit businesses and non-profit organizations, access to Small Business services, real estate development assistance and incentives to attract and retain businesses in New Jersey. In addition, it plays a key role in implementing major development projects, by providing site selection services, as well as a full range of real estate development services, from assembling land and structuring

financing to overseeing building construction. This full-service approach produces considerable financing advantages and cost benefits that make it easier and more affordable for companies to locate and stay in New Jersey. The Authority can assist credit-worthy businesses that need facilities for manufacturing, distribution or research; developers of projects involving office, retail, entertainment and hotel uses; and governmental entities requiring new or renovated facilities.

Since its inception in 1974, the New Jersey Economic Development Authority has provided just over \$25.1 billion dollars in assistance, to over 12,500 projects. These projects have created an estimated 342,787 jobs within the State. In 2015, the Authority provided over \$966 million dollars in assistance to five hundred twenty (520) projects and created more than 5,100 new full-time jobs and 7,900 construction jobs. The New Jersey Economic Development Authority has developed approximately 9.25 million square feet of new and improved space, valued at more than \$1.3 billion dollars.

3. PROJECTED MILESTONE DATES:

- **Q & A Period Ends: MONDAY, NOVEMBER 7, 2016 at 2:00 PM (EST)**
- **Proposals Due: WEDNESDAY, NOVEMBER 29, 2016 at or before 3:00 PM (EST)**
- **Interviews: on or about week of DECEMBER 12, 2016**
- **Estimated Recommendation for Award: JANUARY 10, 2017 Authority Board Meeting**
- **Expiration of Gubernatorial Veto Period: on or about JANUARY 25, 2017**
- **“Conditional Notice of Award” Issued: on or about JANUARY 11, 2017**
- **Compliance Submissions Due: with the proposal or within ten (10) business days of the issuance of the “Conditional Notice of Award”**
- **Contract Executed: on or about late JANUARY, 2017 or sooner**

* The above dates are provided to interested Proposers for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Authority will take action.

4. BUDGETARY FUNDING ESTIMATE:

It is expected that the Authority’s annual budget to provide Investment/Cash Management Consulting Services, is estimated at two hundred thousand (\$200,000.00) dollars per year.

5. RESERVED:

6. SCOPE OF SERVICES / DELIVERABLES:

Proposers are directed to “***Attachment A – Scope of Services/Deliverables***”, ***Attachment C – EDA Investment Policy – Fixed Income Managed Accounts***”, and “***Attachment D – EDA Retiree Benefit Trust Investment Policy***” of this RFQ/P (together, “***Attachment C & D Investment Policies***”) for detailed information regarding the requisite “***Scope of Services/Deliverables, and the EDA’s Investment Policies***” required of the resulting contract.

7. CONFLICT OF INTEREST:

Vendor must indicate and detail any Conflict of Interest that exists with either their personnel or any sub-contracting personnel being utilized for these services. Such conflicts include a direct, familial or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority’s account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any sub-contracting personnel being utilized for these services, the firm must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

8. UNINTERRUPTED SERVICES DURING VACATION / ILLNESS / EMERGENCIES:

As part of its proposal submission, the Proposer should provide a detailed “Back-Up Staffing Plan” to provide a qualified replacement(s) to provide the requisite services during the term of the contract and any extensions thereto in the event of vacation, illness or personal emergency of the Consultant Firm’s staff assigned to perform the work against the resulting contract. Proposals submitted without this information will be evaluated as though no qualified back-up/replacement staff is available.

This plan may be as simple as identifying an alternate / back-up individual for each position / individual identified in the Proposer’s staffing chart, which is designated to perform Work against the resulting contract. The Consultant Firm shall provide qualified replacement staff during sick, emergency and vacation time, at no additional cost to the Authority. Proposers should note that any replacement staff used during illness, vacation or personal emergencies are subject to the same review and approval by the Authority’s Designated Staff Representative or his / her designee, as outlined in “Section 22 - Substitution of Staff / Subconsultant Firms / Subcontractors”. No project deadlines, due dates or meetings are to be cancelled or rescheduled due to Consultant Firm’s staff vacations.

9. FREQUENCY of SERVICES – BUSINESS HOURS:

It is possible that a limited number of the Consultant Firm’s staff may be required to provide a nominal portion of the requisite services (i.e. meeting with senior executive staff, senior managers, etc.) outside of normal business hours in order to accomplish the requisite schedule and dates for completion of the Work. For purposes of this RFQ/P, “normal business hours” are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of holidays. In these limited instances, a qualified member of the Consultant Firm’s staff must be available to meet with the EDA’s Senior Leadership Team, as needed, outside of normal business hours. Interested Firms should consider the need for such limited work to be performed outside of normal business hours and include such costs when preparing its “Fee Schedule”.

It is expected that only those meetings / discussions which may require the participation of the Authority’s senior management, may require scheduling one (1) or more meetings outside of normal business hours as defined herein. It is the Authority’s intent to minimize these instances, whenever possible.

10. RESERVED

11. LIMITS of AFTER-HOURS COMPENSATION:

Regarding Work performed outside of normal business hours, the Vendor will consider all charges associated with such “After-Hours Work”, as may be needed from time to time, when preparing its “Fully Burdened Hourly Rates Fee Schedule” since no additional compensation will be provided for overtime, meals, beverages, mileage, tolls, gasoline or other such travel expenses. The Vendor shall be compensated based on its “Fully Burdened Hourly Rates”, alone, without overtime / premium charges assessed.

12. PRICE ADJUSTMENT:

Pricing shall remain firm throughout the term of the contract and any extensions thereto.

13. FAILURE TO PERFORM / RESPOND to EMERGENCY SERVICE NEEDS:

In the event the Consultant Firm fails to accommodate the Authority’s need for After-Hours Work on two (2) or more instances; the Consultant Firm will be considered to be non-responsive to the needs of the Authority. As such, the Authority may terminate the contract for cause.

14. **INITIAL ORGANIZATIONAL MEETING:**

The successful Consultant Firm **shall be required to attend an Initial Organizational Meeting with the Authority's Executive staff, Finance / Accounting staffs, as well as other staff members, as may be deemed appropriate, to launch the Investment/Cash Management Consulting Services program.** This meeting will be held at the Authority's offices located at 36 West State Street, in Trenton. The Authority, in its sole discretion, may permit certain, limited staff members of the Consultant Firm(s) to participate via teleconference, should travel to the Authority's offices be prohibitive. The Authority, in its sole discretion, shall determine the appropriateness of teleconference participation.

It is expected that this meeting will be held within three (3) but no more than five (5) business days from the execution of the "Contract for Professional Services" for this solicitation, or as scheduled by the Authority, and will encompass approximately two (2) to three (3) hours. The purpose of this Initial Organizational Meeting is to allow the Consultant Firm (and any staff assigned to perform the Work against the resulting contract) with the opportunity to meet with the Authority's key staff members who are responsible for the executive and management functions associated with the oversight of the various investment fund accounts, to gain a more clear understanding of performance expectations and to review the Authority's requisite timeline and deadlines for completion.

The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority's staff.

The **Consultant Firm will submit its intended agenda and discussion points for this meeting, with its executed "Contract for Professional Services".** The Authority's Designated Staff Representative will review the agenda and refine as appropriate to ensure a productive working session is achieved at the Initial Organizational Meeting.

At a minimum, the Consultant Firm shall ensure that the following individuals will be in attendance at the Initial Organizational Meeting:

- All key team members handling the EDA's account. (i.e. those individuals who will perform Work against the resulting contract, as identified in the Consultant Firm's Staffing Chart);
- Consultant Firm Senior Executive responsible for this account; and
- the Consultant Firm Account Manager.

The Proposer must consider the costs to participate in this initial meeting when preparing its total "*Fee Schedule*", since compensation will not be provided for attendance at and participation in this Initial Organizational Meeting. **Attendance at this meeting is not billable time for the Vendor.**

15. **ON-SITE ATTENDANCE at MEETINGS:**

The Consultant Firm and various members of its key staff assigned to perform the Work against the resulting contract, will be required to attend and participate in approximately two (2) meetings per year with Authority staff, in addition to the Initial Organizational Meeting referenced in "*Section 14 - Initial Organizational Meeting*", as appropriate, throughout the term of the contract and any extensions thereto. These meetings are expected to take place at the Authority's offices, located in Trenton or at other locations throughout the State, as most appropriately determined by the Authority, in its sole discretion.

The Consultant's participation at these meetings may require oral, written or audiovisual (i.e. *MS Power Point*) presentations, as needed. The Proposer will consider these costs when preparing its "*Fee Schedule*, **since attendance at, participation in, preparations for, or presentations given at these meetings is not billable time.**

Teleconference calls will be as needed, at the Authority's discretion.

REQUIREMENTS of the PROPOSER:

To be considered, the successful Consultant Firm shall demonstrate / evidence, at a minimum, that it possesses the requisite Experience and Qualifications, to effectively and efficiently provide, Investment/Cash Management Consulting Services as outlined herein, in accordance with “Attachment A – Scope of Services/Deliverables” and “Attachments C & D Investment Policies”.

The Proposer should provide a general narrative, in the form of a Cover Letter, detailing its overall experience in providing and ability to successfully provide the requisite services, for projects of similar scope, size and complexity as required herein, demonstrating the Proposer’s abilities to provide and perform the Investment/Cash Management Services required of this RFQ/P.

The Proposer should also include the following information with its proposal, if different from the information completed on the Signatory Page:

- A. Provide the name of the individual who will be primarily responsible for managing the performance (name, phone number and e-mail address) against the resulting contract.
- B. The location and contact information (i.e. firm name, address, telephone, e-mail, fax number, etc.) of the Proposer’s office that will be responsible for managing the resulting contract. Indicate whether this is the home office location or a branch office.

NOTE: Depth of Staff is very important to the Authority. Individual Staff presented to work on the Authority’s account must have a minimum of three (3) years’ experience providing Investment/Cash Management Consulting Services. Sole Individuals or Proprietorship’s shall not be considered.

16. EXPERIENCE:

At a minimum, the Proposer shall:

- A. Clearly evidence that the firm has a minimum of ten (10) consecutive years’ demonstrated experience (for the period 2006 to year-to-date 2016), in actively offering Investment/Cash Management Consulting Services, similar to those outlined herein, “Attachment A – Scope of Services/Deliverables” and “Attachments C & D Investment Policies”. by providing five (5) narratives for the above ten (10) year period, which include investment performance versus relevant benchmarks and composition of portfolio.

(NOTE: Firms who have merged and/or been acquired during this ten (10) year timeframe will qualify, but must evidence the ownership and/or all name change details in their response.)
- B. Indicate the firm’s ten (10) largest clients, including the portfolio’s annual dollar value and return on investment (ROI) for each of those clients’ assets under advisory and portfolio management services. Evidence this by completing “Exhibit V – Client Asset Summary”.
- C. Provide a narrative with the firm’s understanding of municipal investment policies, guidelines and philosophies, in accordance with “Attachment A – Scope of Services/Deliverables” and “Attachments C & D Investment Policies”. Specifically describe the firm’s experience in managing fixed income portfolios for clients by indicating the number of years and total dollar amount of assets under management for the clients indicated in “Exhibit V – Client Asset Summary”.
- D. Evidence that the Proposer has sufficient depth of staff, qualifications, resources and experience in providing the Investment/Cash Management Investment Consulting Services, on projects of similar size and scope, enabling it to effectively perform and deliver the requisite services.

At a minimum this will be evidenced by, but not limited to:

- Indicating the date the firm was founded and the firm's size (i.e. number of full-time employees, part-time employees, annual revenues, etc.);
- Detailing when it began providing discretionary investment management advisory services to public agencies (i.e. independent authorities, colleges/universities, boards, commissions, municipalities, boroughs, towns, cities, State divisions, etc.) and/or private firms;
- Demonstrating that it possesses the appropriate qualified staff (See "Section 18 Resumes/Bios for Key Team Members");
- Submitting a copy of the Proposer's list of clients and years serviced for all individuals who will be or expected to be involved with the performance of these services to the Authority, including all personnel and/or other subcontractors;
- Providing a Staffing Chart;
- Providing an Organizational Chart

17. QUALIFICATIONS / PERFORMANCE of the PROPOSER on CONTRACTS of SIMILAR SIZE and SCOPE/DESCRIPTION of the PROPOSER's ORGANIZATION:

To be deemed Qualified, the Proposer must demonstrate and submit evidence of the following:

- A. Evidence that the firm is registered with the US Securities and Exchange Commission (SEC) as an investment advisor and provide all disclosures required under those laws. Additionally, indicate whether the firm's employees comply with the Code of Ethics and Standards of the Professional Conduct of the CFA Institute. If not, indicate whether the firm maintains a code of ethics and provide a copy of the firm's Code of Ethics.

Include with the submission any other federal or state regulatory licenses and/or certifications that may be required to provide the requisite services, described in this RFQ/P.

- B. Demonstrate the Firm's ability to perform on contracts of similar size and scope for other client entities, by providing five (5) narratives of five (5) current client engagements that are of similar size and scope, as outlined herein.

Each Client Engagement provided must also be able and willing to provide a reference from a senior executive (i.e. CEO, COO, CFO, Sr. Vice President, etc.). The senior executive provided must be willing to provide the reference, knowledgeable about the provided engagement, capable of detailing, at a minimum, the service levels, quality of work, returns, communication, reporting, etc. Proposer must **supply for each engagement the Senior Executive's Contact Information** (i.e. Firm Name, Contact Name, Title, Telephone and E-Mail). (See Section 19 – References).

- C. Provide a detailed narrative evidencing the Proposer's "Approach" to providing the requisite services. Fully describe the steps and processes the firm will apply to make assessments and recommendations that result in strategies the Authority would consider to enhance returns, appropriate for a governmental entity, in accordance with the requirements outlined in "Attachment A – Scope of Services/Deliverables" and "Attachments C & D, Investment Policies".
- D. Provide evidence of the past ten (10) years' average annual performance histories for clients that are similar to that of the Authority, including types of investments for one (1), three (3), five (5) and ten (10) year timeframes for both Fixed Income and Retiree Benefit Trust Portfolios. For Fixed Income Client Performance Portfolios, utilize Merrill Lynch's 1-3 year Treasury Index, as the benchmark unless a different index more closely mirrors the client portfolio provided. For Retiree Benefit Trust Portfolios, indicate the index which most closely mirrors the provided client portfolios. Evidence this by completing "Exhibit W - Client Annual Performance".
- E. Proposers shall include a list of the Proposer's clients with portfolios similar to those described in "Attachment A – Scope of Services/Deliverables" and "Attachments C & D Investment Policies".

- F. Submit a summary of the firm’s quality manual on a workflow diagram and supply, if available, the complete quality manual on a separate CD, with your proposal. Provide evidence of all the firm’s security control systems and audits that are in place and performed to prevent the loss of funds due to fraud, error, misrepresentation or other irregularities. Evidence can include: a narrative, standard operating procedure (SOP), work procedure, audit report peer review, etc.
- G. The qualifications of its staff, as evidenced by the resumes / bios submitted, which clearly demonstrates relevant knowledge and experience in providing Investment Cash Management Consulting Services for each member of the Proposer’s executive, middle management and support/technical staff, as well as for any individual who will or who is expected will be involved in the performance of work against the resulting contract, (reference “Section 18 – Resumes/Bios of Key Team Members” for additional information.) All staff assigned to the account shall have a minimum of three (3) years’ experience handling the investments described herein. The resumes/bios should indicate the individual’s name, title and any certifications/licenses/credentials held in relation to performing the requisite services, if applicable, as well as number of years employed with the Proposing Entity firm.
- H. Provide a narrative of the transfer/transitioning process for all the invested securities accounts from Authority’s current contract vendor, beginning the effective date of the contract. The Custodian banks currently used will remain the same (Fixed Income Accounts: Wells Fargo Bank and Retiree Benefit Trust: Bank of New York/Mellon), as stated herein. All Investment changes will only be made as the investments reach maturity.
- I. Submission of examples of the various required reports they will provide, as specified in “Attachment A – Scope of Services/Deliverables” and “Attachment E – Sample Report Formats”. Submit a CD Rom – Marked “Sample Report Formats” with the headers.
- J. Detail any other information relevant to the firm’s qualifications/experience, which the Proposer believes will assist the Authority in evaluating its capabilities to provide the requisite services, including value-added, specific additional services your firm can provide to the Authority.

Failure to submit / evidence each of the above Items A – J will render the proposal materially non-responsive and subject to rejection.

18. RESUMES / BIOS of KEY TEAM MEMBERS:

The Proposer shall provide a detailed resume or bio for each individual, as well as for each individual identified staff member identified in the Proposer’s “Staffing Chart”, who will or who it is expected will, perform the Work against the resulting contract. All staff assigned to the Authority’s account shall have a minimum of three (3) years’ experience handling the investments described herein. All submitted resumes must clearly demonstrate experience and qualifications relevant to the Work to be performed in providing Investment/Cash Management Consulting Services.

Due to the critical nature of the Work; proposals which fail to include a resume for each individual (i.e. primary staff member, as well as corresponding “back-up” staff), will be evaluated as though a qualified staff member and / or “back-up” has not been identified and is not available to perform the requisite services.

At a minimum, the resume or bio shall include such information as:

- Name, title, physical location address;
- Demonstrated experience specific to providing the types of services as required herein;
- Employment history;
- Education;
- Degrees / professional certifications and / or licenses;
- Any certifications / licenses held in relation to performing the requisite services, if applicable;

- Number of years employed with the Proposing Entity firm;
- Any additional information that would allow the Authority to assess the individual's abilities to perform against the contract;
- Evidence of on-going professional development and continuing education.

Proposers should note that following the award of the contract, in the event it becomes necessary for the Consultant Firm to make a substitution, replacement or addition regarding its staff; the Consultant Firm will comply with the processes outlined in "Section 22 - Substitution of Staff / Subcontractors and / or Subconsultants". Such replacement staff shall possess equivalent or exceeding credentials as the individual to be replaced. NO EXCEPTIONS.

The Consultant Firm shall be responsible to ensure that any staff assigned to perform the Work against the resulting contract maintains any such licensing and / or certifications, as appropriate and as may be required to perform the requisite work, throughout the term of the contract and any extensions thereto. Further, upon expiration of such license(s) / certification(s), it shall be the Consultant Firm's responsibility to immediately provide the Authority with evidence of updated licensing for the specified individual. Failure to do so may be cause for cancellation of the contract.

19. **REFERENCES:**

A total of five (5) client references must be provided for each of the five (5) Client narratives required in "Section 17 – Qualifications / Performance of the Proposer on Contracts of Similar Size and Scope/Description of the Proposer's Organization", the Proposer must provide the client name, title, telephone number and e-mail address of Investment/Cash Management clients, who are willing and knowledgeable to provide a reference, regarding the Proposer's performance (i.e. quality, delivery performance, service levels, etc.).

Due to the importance of successfully providing these Investment/Cash Management Consulting Services to the Authority, the client references provided (i.e. contact person information) should be senior executive decisions makers (i.e. CEO, COO, Sr. Vice President, etc.) from a former or current client entity, with direct, hands-on knowledge of and involvement with, the illustrative summaries, who can address the Proposer's abilities, manner of interacting with him / herself, as well as other members of the organization, and success in providing these consulting services.

These references will allow the Authority to address specific questions / issues with the reference source, regarding the Proposer's performance, quality and responsiveness, as it relates to the Proposer's Cash Management. The Authority, in its sole discretion, shall determine whether or when it is appropriate and / or necessary to contact the references provided, to gain clear insight into the Proposer's capabilities and experience regarding the requisite services.

20. **SUBCONSULTANT FIRMS / SUBCONTRACTORS:**

For purposes of this RFQ/P, the Authority will consider proposals submitted which may employ the use of subconsultant(s) and / or subcontractor firms to satisfy the requirements and Deliverables required of the resulting contract.

IMPORTANT: Proposers are reminded that submittals evidencing "Experience", "Qualifications", "Resumes", "References", etc. which are required of the Proposer shall also be submitted by all named subconsultants / subcontractors. In addition, all requisite "Compliance" documentation must be submitted by all subconsultants / subcontractors, as required by law.

21. **JOINT VENTURES:**

For purposes of this RFQ/P, the Authority shall **NOT** consider proposals submitted which employ joint venture partnership firms to satisfy the requirements and Deliverables required of the resulting contract. NO EXCEPTIONS.

Proposers shall note that any and all reference to “joint venture(s)”, “joint venture partner(s) / “joint venture partnership(s)” in any documents included as a part of the RFQ/P specifications, exhibits or attachments shall be read as though the words are stricken and removed. Due to the nature of the Work to be performed, the Authority shall not consider proposals which utilize joint venture partners, in the performance of the Work.

22. SUBSTITUTION OF STAFF / SUBCONSULTANT FIRMS / SUBCONTRACTORS:

Following the award of the contract, in the event it becomes necessary for the Consultant Firm to substitute or add a member of its own staff for a previously identified staff member; the Consultant Firm will notify the Authority’s Designated Representative or his / her designee, in writing, and identify the proposed new staff member (“staff replacement”), as well as the Work to be performed. The Consultant Firm must provide a detailed justification documenting the need for the substitution or addition.

Included with the written notification, must be a detailed resume of the proposed replacement staff member which clearly demonstrates the replacement’s knowledge, ability and experience, relevant to that part of the Work, which the proposed replacement is to undertake. The qualifications and experience of the proposed replacement must equal or exceed those of similar personnel, proposed by the Consultant Firm in its proposal and such proposed individual shall possess and evidence any requisite credentials / certifications / licenses as identified herein, as the individual he / she shall be replacing.

The Authority’s Designated Representative, or his / her designee, in his / her sole discretion, shall determine whether or not the proposed staff replacement, substitution or additional possesses adequate qualifications and experience to provide services against the resulting contract. No substituted or additional staff are authorized to begin work, until the Consultant Firm has received written approval, from the Authority’s Designated Representative or his / her designee.

23. RESPONSIBILITIES of the VENDOR / CONSULTANT FIRM:

The Consultant Firm shall have sole and absolute responsibility for the complete effort specified in and required of the contract. Payment shall be made only to the Consultant Firm.

The Consultant Firm shall be responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required under the Contract. Without additional compensation, the Consultant Firm shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Consultant Firm of its responsibility for the technical accuracy and adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have, arising out of the Consultant Firm’s performance of the resulting contract. 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 New Jersey Economic Development Authority.

In the event the Proposer anticipates bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Proposal. Otherwise, the language in the immediately preceding paragraph of this section prevails. If the Proposer identifies such background intellectual property (“Background IP”) in its Proposal, then the Background IP owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. Upon award of the contract, the Consultant Firm will grant to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Vendor’s Background IP delivered to the Authority and all upgrades thereto, for the purposes contemplated by the contract and any extensions thereto.

A. NEWS RELEASES / ADVERTISING:

The Consultant Firm shall not issue news releases pertaining to any aspect of the services being provided nor shall it use the names, logos or images of the State of New Jersey or the New Jersey Economic Development Authority, or any data or results arising from the performance of work under this contract, as a part of any commercial advertising under the contract to the Authority without the prior, written consent of the Authority's Director – Public Affairs. All such requests shall be directed to the New Jersey Economic Development Authority through its Authority's Designated Representative, who shall coordinate such approvals, to be granted, if any.

B. AUTHORITY'S OPTION TO REDUCE "SCOPE OF SERVICES/DELIVERABLES" OR TERMINATE PROJECT:

The Authority has the option, in its sole discretion, to reduce the "*Scope of Services / Deliverables*" or terminate services for any task or subtask called for under the contract. In such an event, the Authority shall provide advanced written notice to the Consultant Firm. Further, the Authority, in its sole discretion, reserves the right to consider any task or subtask completed before all of the said task or subtask(s) have been performed, whenever in the judgment of the Authority, based upon results of work already performed, the goals of the project have been successfully achieved or can be successfully achieved through a reduced "*Scope of Services / Deliverables*". In such event, the Authority may reduce the "*Scope of Services / Deliverables*" for any task or subtask(s) or portions thereof by written notice to the Consultant Firm.

Upon receipt of such written notice and within five (5) business days, the Consultant Firm will submit to the Authority, an itemization of the work effort already completed by task or subtask and the work effort which will be required by task to complete the affected tasks in accordance with said notification. Upon approval of the proposed work effort by the Authority, the Consultant Firm will complete the project in accordance with said approval. The Consultant Firm will be compensated in accordance with the applicable portions of the cost proposal for the specific "*Scope of Services / Deliverables*".

In the event the Authority issues a stop order for any reason, thereby directing the Consultant Firm to suspend work under the Contract for a specified time, the Consultant Firm shall be paid until the effective date of the stop order. The Consultant Firm shall resume work upon the date specified in the stop order or upon such other date as the Authority's designated representative may thereafter direct, in writing. The period of suspension shall be deemed added to the Consultant Firm's approved schedule of performance. The Authority's designated representative and the Consultant Firm shall negotiate an equitable adjustment, if any, to the contract price.

C. FORM OF COMPENSATION - INVOICING / PAYMENT:

The Consultant Firm shall submit its invoices to the Authority, on a monthly basis, for work completed. The Authority will make prompt payment to the Consultant Firm of any non-disputed invoices and supporting documentation.

Invoices submitted for payment must include / consider all of the following:

- Monthly invoices shall be submitted for services rendered within thirty (30) calendar days of the last day of the month.
- The monthly fees will be deducted from the ending monthly account balance; upon approval of monthly invoice breakdown by the Authority. However, the submitted invoice must show a complete cost breakdown.
- Invoices shall be submitted, electronically, in .pdf format via e-mail to the Contract Manager. The name and e-mail information will be discussed at the Initial Meeting.

(Invoices should be sent with “Delivered” and “Read” receipts to ensure delivery.)

- The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.
- The Authority considers the Consultant Firm to be the sole point of contact with regard to contractual matters and the Consultant Firm will be required to assume sole responsibility for the complete “*Scope of Services / Deliverables*” and any additional services, as indicated in the *RFQ/P*.
- Invoices submitted to the Authority will be subject to review by the State of New Jersey, Office of the State Comptroller. Improper billing practices will be subject to penalties as more fully set forth in the contract.

Invoices must also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding hourly rates, as specified in the Proposer’s “*Fee Schedule*” (reference *Exhibit R – Section 2A-2D*). Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

It is understood that the Vendor may be retained by the Authority, if in its sole discretion, it is determined that additional services related to this Scope of Services are required and that such procurement is in the best interest of the Authority. It is further understood that the Authority is under no obligation to solicit a proposal and / or retain the Vendor on a sole source basis to provide any such additional services. The Vendor will be compensated for such additional services, based on the hourly rates submitted on its “*Fee Schedule*” in response to this solicitation.

IMPORTANT: By submitting an invoice to the Authority, the Vendor represents that all payments due to its subconsultant firm(s) will be made and that all relevant laws and regulations have been complied with, including Compliance.

D. CHANGES / MODIFICATIONS METHODOLOGY:

Throughout the term of the contract and any extensions thereto, in the event the Authority finds it necessary to change an aspect of the “*Scope of Services*”, the Authority in its sole discretion reserves the right to expand, decrease or modify the “*Scope of Services*”, it will provide the Consultant Firm with a modified “*Scope of Services/Deliverables*”, detailing the requisite changes. Within forty-eight (48) hours, the Consultant Firm will provide the Authority’s designated Contract Manager with a written response and cost proposal, detailing its approach to the changes to be made, as well as an update to the Project Implementation Plan, if any. The Authority, in its sole discretion, through the Authority’s designated Contract Manager, reserves the right to adjust the response and cost proposal to address the appropriateness of the staff to be assigned, time required, and overall cost adjustment, if any. Such changes shall be accomplished and compensated under the Firm’s originally quoted prices in its “*Fee Schedule*”.

24. FEE SCHEDULE:

The Proposer shall provide a fully completed and signed *Fee Schedule*” (attached to this *RFQ/P* as *Exhibit R–Sections 1A -1C and 2A-2D*) as follows:

MANDATORY “FEE SCHEDULE” (Exhibit R – Sections 1A-C and 2A-2D):

1. “**Investment/Cash Management Consulting Services Percentage (%) Rate Fee**” must include all costs to provide the actual Services / Deliverables outlined herein, including the

Proposer's operating expenses / overhead for the following designated portfolio accounts.

- A. Fixed Income
- B. Retiree Benefit Trust
- C. Minimum Monthly Fee, per Account type
(Exhibit R – Section 1A-1C)

2. "Hourly Rates Fee Schedule"

(Exhibit R – Section 2A-2D)

"Hourly Rates Schedule" shall be provided for each position / title listed.

The "Hourly Rates" shall include all direct and indirect costs, including but not limited to overhead, profit, travel, meals and administrative costs, teleconferences, attendance at meetings, as needed, overnight delivery service (i.e. Federal Express, UPS Red, etc.), if applicable, etc.

IMPORTANT INFORMATION REGARDING FEE SCHEDULE

The Proposer is cautioned that it shall not indicate any additional fees beyond those indicated above. To do so, will render the proposal non-responsive and subject to rejection. The Proposer shall ONLY submit its fees on the "Fee Schedule-Exhibit R, Sections 1A-1C and 2A-2D". If the Proposer is uncertain regarding the fees to be indicated on the "Fee Schedule"; it should submit an inquiry during the "Questions and Answers Period" designated for this solicitation.

25. TAX EXEMPT STATUS:

As an instrumentality of the State of New Jersey, the New Jersey Economic Development Authority is tax exempt. When preparing the "Fee Schedule" (reference Exhibit R), as well as submitting invoices for payment, the successful Proposer / Consultant Firm shall not include federal or state sales tax. The Consultant Firm shall not charge, nor be reimbursed for tax.

26. EVALUATION CRITERIA / SELECTION PROCESS:

The Authority will convene a cross-functional Evaluation Committee composed of the Authority's staff, management and possibly other state agencies and/or industry Subject Matter Experts (SME's) to evaluate, score and rank proposals received in response to this RFQ/P, and the criteria established herein. Selection of the successful Proposer will be based upon a determination of which proposal is the most favorable to the Authority, considering the criteria listed below, price and other factors considered.

The following evaluation criteria, not listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P:

- A. Personnel:** The demonstrated Qualifications and Experience of the Proposer's management, supervisory and other key personnel assigned to perform the work against the resulting contract in providing the requisite services, as evidenced by:

- a. All required Narratives, outlined herein;
- b. All regulatory licenses, registrations and/or certifications for the Firm/Individuals;
- c. All submitted Resumes and Staffing/Organization charts;

(20%)

- B. Experience:** The extent of the Proposer's demonstrated Experience and ability to implement and provide similar, successful Investment/Cash Management Consulting Portfolio programs, of comparable size and scope and complexity for private/governmental entities, as required herein, as evidenced by:

- a. Detailed client narratives, client references, asset summaries and performance on performing the requisite services of a similar size and scope.

- b. Detailed timeline narrative on the Proposer's plan on implementing and transitioning the funds from the current contract vendor.

(20%)

C. Technical Proposal: The Proposer's Detailed Approach, Ability and Plans to perform and complete the requisite services outlined herein and in "Attachment A – Scope of Services / Deliverables" and "Attachments C & D Investment Policies" section of this RFQ/P, as evidenced by:

- a. Proposer's detailed narrative describing the strategies, steps and processes the Firm will apply to manage and enhance the Authority's portfolio;
- b. Narrative of the Firm's security control systems and audits that will be performed to prevent the loss of funds;
- c. Depth of staff, to ensure uninterrupted services during the term of the contract and any extensions thereto, including a "Back-Up Staffing Plan" ;
- d. Show all report types and samples that will be provided to the Authority for the requisite services.

(30%)

D. Price: The Proposer's "Monthly Percentage Fee", per the submitted "Exhibit R – Fee Schedule", for the potential five (5) year term of the contract, should the Authority exercise both two (2), two (2) year extension options.

Dollar breakpoints have been given for the two types of portfolios and Proposers are required to state a monthly percentage (%) fee for each dollar breakpoint. However, for Evaluation purposes the Authority will utilize the following stated portfolio values to determine the total cost of services required.

Section 1A-Fixed Income, current estimated value is \$222 million for 2015.
(Dollar breakpoint: \$150 - \$250 Million)

Section 1B-Retiree Benefit Trust, current estimated value is \$31.2 million for 2015.
(Dollar breakpoint: \$20 - \$40 Million)

NOTE: The pricing submitted on the Exhibit R-Fee Schedule will be further weighted within this category as follows: Fixed Income (20%), Retiree (10%).

When evaluating bid proposals, the Authority will rank all responsible bidders based on the Monthly Percentage (%) Cost indicated above for each investment portfolio.

(30%)

27. INTERVIEWS/SITE INSPECTIONS:

Following the initial review and preliminary scoring of the written proposals, one (1) or more Proposers receiving a preliminary score of three ("3") or higher may be invited to interview with the Members of the Evaluation Committee. The decision to conduct interviews is at the sole discretion of the Authority.

In the event the Authority deems it appropriate to do so; the Proposer and its key staff members (i.e. those individuals identified to participate in the Initial Organizational Meeting) shall be available to meet with the Evaluation Committee, when scheduled. The specific date for these interviews shall be communicated to

the Proposer(s) at the appropriate time. Proposers should refer to “Section 26 - Evaluation Criteria / Selection Process” of this RFQ/P for additional information.

Should the Authority deem it appropriate to conduct interviews; the Proposer shall be available to meet with the Evaluation Committee, in November, 2016. Each interview appointment is expected to last an estimated one (1) to two (2) hours, to afford the Members of the Evaluation Committee with the opportunity to gain a clear understanding of the Proposer’s unique experience and qualifications to effectively and expediently, perform the requisite work, as outlined herein. The Proposer will provide a brief thirty (30) minute presentation, which reviews and highlights its auditing processes and workflows to be implemented and applied, should it be deemed to be the successful Proposer / Vendor. The presentation shall include both visual (i.e. video or PowerPoint) components, as well as written components (i.e. handouts of workflow documents) to be used.

The specific date for these interviews / demos will be communicated to the Proposer(s), at the appropriate time. While the Authority will make every effort to accommodate a mutually agreeable date for the interview, Proposers should be aware that failure to comply with the scheduled request to interview will result in the Authority evaluating and scoring the Proposer’s proposal, based solely on the written information submitted. The Authority shall not be required to reschedule interviews to accommodate the Proposer’s scheduling conflicts.

Interviews will take place at the Authority’s offices, located at 36 West State Street, in Trenton, during normal business hours. Based on the clarity of the information provided in the written proposal; the Evaluation Committee, in its sole discretion, may determine it appropriate to conduct the interview / presentation, via teleconference or Web-Ex, during these same business hours. The decision to participate in person or via teleconference will be at the Authority’s discretion. Further, the Authority, in its sole discretion, reserves the right to identify any staff and / or subconsultant firms to attend the interview.

To ensure a “fair and equitable” process, the Authority reserves the right to issue an “Interview Script” to all Proposers invited to interview, to consistently address various aspects of the requisite services, as defined herein and in the “Scope of Services / Deliverables”. While additional questions may be addressed, based on the specifics contained in the Proposer’s proposal; this Interview Script will afford all Proposers an equitable opportunity to address the same material with the Members of the Evaluation Committee.

IMPORTANT: Proposers shall note that the original proposal submissions cannot be supplemented, as part of the interview / product demo process. A Proposer will not be permitted to offer comments or opinions regarding other proposing firm(s), its proposal or products offered, nor may Proposers attend the interview / presentation of its competitors (i.e. another proposing firm).

In addition to, in lieu of or in conjunction with an interview, the Authority reserves the right, in its sole discretion, to request and to perform a site inspection of the Proposer’s facilities, should the Members of the Evaluation Committee determine that such a visit will assist it in more accurately assessing the Proposer’s abilities to perform the requisite services.

28. BEST and FINAL OFFERS:

Following the preliminary evaluation of bid proposals and the conducting of interviews / demonstrations / site inspections, if so conducted, the Authority, in its sole discretion, may request a “Best and Final Offer” (“BAFO”) from those participant firms. Each Proposer invited to interview with / demonstrate or perform site inspection with the members of the Evaluation Committee may submit a “Best and Final Offer” to its proposal, may refine any portion of its proposal, including price; however, all of the mandatory requirements of the RFQ/P must be met and cannot be supplemented through the “BAFO” process. In response to the interview and “BAFO” process, the Proposer will submit, in writing, any required revisions to its proposal along with its “BAFO” response.

The primary purpose of the “Best and Final Offer” is to maximize the Authority’s ability to obtain the best value, based on the mandatory requirements of the RFQ/P, the evaluation criteria and the cost. “BAFO”

requests will be structured and administered by the Authority's Internal Process Management department to ensure the safeguarding of information submitted in the Proposers' proposals and ensure that all Proposers are treated fairly and equitably. **The "BAFO" invitation will establish the date, time and place for the submission of the "Best and Final Offer".** Any "BAFO" that is not equal to or less than the pricing offered in the Proposer's original "Fee Schedule" will be rejected as non-responsive. In such instance, the Authority will evaluate the proposal based on the Proposer's original pricing. The Proposer must indicate, in writing, whether it will submit a "BAFO" response or whether its original proposal will remain unchanged, at the Proposer's sole discretion. If required, following a review of the "BAFO(s)", clarification may be sought from the Proposer(s). The Authority may conduct more than one round of "Best and Final Offer" requests in order to attain the best value for the Authority.

"Best and Final Offer" requests will be conducted only in those circumstances where they are deemed to be in the best interest of the Authority and to maximize the Authority's ability to obtain the best value. In consideration, **the Proposer is advised to submit its best technical and price ("Fee Schedule") proposal in response to this RFQ/P, since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further "BAFO" requests, with any Proposer.**

"Best and Final Offers" shall be submitted, in writing, to the Authority's Internal Process Management Department in a SEALED ENVELOPE. In the event the Proposer decides not to submit a "Best and Final Offer", it shall confirm in writing, that its original proposal and all aspects contained therein, including pricing, shall remain unchanged. In the event the Proposer fails to respond to the "BAFO" request, its proposal shall be evaluated based on its originally submitted "Fee Schedule".

Following the evaluation of bid proposals and "BAFO" responses, as may be applicable, the Evaluation Committee will re-score and rank proposals and make its recommendation for award to the responsible Proposer(s) whose bid proposal(s), conforms to the RFQ/P, is / are most advantageous to the Authority, price and other factors considered. The Authority's Chief Executive Officer, prior to final award or submittal to the Authority's Board for approval, may initiate additional negotiations or "BAFO" procedures with the selected Proposer.

29. SPECIMEN FORM of "CONTRACT for PROFESSIONAL SERVICES":

Award of a contract for services outlined in this RFQ/P will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*. Proposers are encouraged to carefully review the specimen Contract.

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" with the proposal, as they will not be considered.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFQ/P process, unless submitted during the "Questions and Answers Period".

If the Proposer fails to indicate any exceptions taken to the specimen form of "Contract for Professional Services" attached herein as *Exhibit L*; the Proposer's "silence" shall be interpreted to mean that no exceptions are taken and the Proposer shall be required to comply with all aspects of the "Contract", should it be determined to the successful Proposing Entity.

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (*Exhibit L*).

30. CONFIDENTIAL INFORMATION of the AUTHORITY:

In connection with performing the Work, the Consultant Firm, its employees and subconsultant firms, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers and business associates that is confidential and / or proprietary in nature ("*Confidential Information*"). All information gathered, obtained and viewed during the performance of the Work shall be deemed Confidential Information. The Consultant Firm agrees that the use and handling of *Confidential Information* by the Consultant Firm, its employees and subconsultant firms, if any, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subconsultant firms, if any, who have a need to know *Confidential Information* in connection with performance of the Work, the Consultant Firms 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 subconsultant firms, if any, do not disclose any *Confidential Information*, except as specified herein, without the prior written consent of the Authority. The Vendor shall inform each of its employees and subconsultant firms, if any, that receives any *Confidential Information* of the requirements of this section of the *RFQ/P* and *Section 9* of the Contract and shall require each such employee and subconsultant firms, if any, 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 subconsultant firms, if any, 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 subconsultant firms, if any, or (iii) is required to be disclosed by law or by regulatory or judicial process.

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 and subconsultant firms, if any.

IMPORTANT: Due to the sensitivity of much of the data in the Authority's systems (i.e. financial information, social security numbers, etc.) **the Authority may require the Consultant Firm, its employees, who will perform the Work against the resulting contract, to execute a "Non-Disclosure / Confidentiality Agreement"**. The Authority reserves the right, in its absolute sole discretion, to require the Consultant Firm to immediately remove any individual from the Project, who does not or will not execute the Non-Disclosure Agreement. NO EXCEPTIONS

31. INSURANCE:

Within ten (10) business days of the Authority issuing a "*Conditional Notice of Intent to Award*" or "*Notice of Intent to Award*" and prior to the execution of the "*Contract for Professional Services*", the successful firm / Consultant Firm shall be required to provide evidence of the actual insurance coverage, in the amounts and types specified in "*Section 7 – Insurance*" of the specimen form of Contract, "*Contract for Professional Services*", naming the New Jersey Economic Development Authority as an additional insured.

Throughout the term of the contract and any extensions thereto, the successful Proposer 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, unless otherwise indicated.

Certificates of Insurance acceptable to the Authority with respect to each of the mentioned policies shall be filed with the Authority, prior to the commencement of providing services against the contract. These Certificates shall contain a provision that coverages afforded under the policies will not be reduced, changed or canceled unless at least thirty (30) days prior written notice has been given to the New Jersey Economic Development Authority. The Vendor shall notify the Authority, in writing, within forty-eight (48)

hours, of any changes or cancellations made to the policies, which affect the New Jersey Economic Development Authority. Failure to provide acceptable forms of insurance may be cause for rejection of the bid proposal.

If the selected Proposer fails to provide complete and adequate evidence of insurance coverage, within said ten (10) business-day period; the Authority reserves the right to rescind its offer and award the contract to an alternate Proposer.

32. COMPLIANCE:

Proposers are directed to "**Attachment B**" for additional information.

**IMPORTANT NOTICE regarding COMPLIANCE, INSURANCE
and
CERTIFICATIONS / LICENSING REQUIREMENTS**

Proposers should note that **it is the successful Proposer's / Vendor's responsibility to maintain in good order, valid and up-to-date compliance** (i.e. *BRC, P.L. 2005, c.51 Political Contributions and Ownership Disclosure, Affirmative Action* (i.e. *Certificate of Employee Information Report*), etc.), **insurance and professional certifications / licenses** (if applicable) required of this *RFQ/P* and the resulting contract, throughout the term of the contract and any extensions thereto. **Failure to do so may be cause for immediate cancellation of the contract.**

33. PROPOSAL FORMAT / SUBMITTAL REQUIREMENTS:

When preparing your firm's proposal in response to this solicitation, keep in mind that, in the *RFQ/P*, the word "shall" or "must" denotes proposal items which are mandatory for a proposal to be complete; the word "should" denotes proposal items which are recommended, but not mandatory; and the word "may" denotes proposal items which are permissible, but not mandatory.

At a minimum, the Proposer SHALL submit the following mandatory information items with its proposal.

A. A fully completed and signed "Signatory Page" (Exhibit J)

The Proposer shall complete and submit a Signatory Page accompanying this *RFQ/P*, including the signature of an authorized representative of the Proposer. Failure to comply will result in rejection of the proposal.

NOTE: A Proposer's written signature on the Signatory Page, shall not serve as a certifying signature on the required "*Compliance*" Forms, referenced in (*Attachment B and specified Exhibits*).

B. A fully completed and signed "Fee Schedule" (Exhibit R – Sections–1A-1C and 2A-2D)

C. A fully completed "Client Asset Summary" (Exhibit V)

D. A fully completed "Client Annual Performance" (Exhibit W)

E. All fully completed and signed mandatory Compliance document forms, as specified in the "*Compliance*" section, of this *RFQ/P*, and as required by law. (*Attachment B and specified Exhibits*).

At a minimum, the Proposer SHALL submit the following signed COMPLIANCE documents WITH THE PROPOSAL:

1. **“Source Disclosure”** (Exhibit G);
2. **“Ownership Disclosure”** (Exhibit P);
3. **“Disclosure of Investment Activities in Iran”** (Exhibit Q); and
4. **“Disclosure of Investigations and Actions Involving Bidder Form”** (Exhibit U)

In addition to the above compliance, the Proposer should also submit the following compliance documents with its proposal:

5. *evidence of compliance with Equal Employment Opportunity by submitting one (1) of the following:*
 - a valid “AA-302 Employee Information Report” - (Exhibit B),
 - a valid “Certificate of Employee Information Report” - (Exhibit C)
 - a valid “Letter of Federal Affirmative Action Plan Approval” - (Exhibit D)
6. a valid “Business Registration Certificate” (BRC) - (Exhibit E)
7. “Set Aside Compliance Certificate” - (Exhibit I)
8. “Set Aside Information” - (Exhibit H)
9. “Two (2) Year Vendor Certification and Disclosure of Political Contributions” (Exhibit K) (which typically is required of the successful Proposer, only).

Proposers are encouraged to submit all remaining compliance documentation, with the Proposal. While only the successful firm is required to complete and submit Public Law 2005, c. 51 and Executive Order 117 (Corzine), “Two (2) Year Vendor Certification and Disclosure of Political Contributions” forms within ten (10) calendar days of the Authority issuing a “Conditional Notice of Intent to Award” a contract, in this instance, Proposers are asked to complete, sign and submit this documentation with the proposal. Failure to submit all compliance documents, as specified and within the specified time frames, may result in rejection of the proposal.

Proposers are cautioned to use the compliance forms attached to this RFQ/P, as Exhibits. These represent the most recent versions of the respective compliance documents. Using older versions of a document may require the Proposer to re-submit a fully completed and signed, current version of the document, before its compliance submissions can be reviewed and approved by the Authority or other outside State entity, as appropriate.

- F.** Evidence that the company has a minimum of ten (10) consecutive years’ demonstrated experience (for the period 2006 to year to date 2016), in actively offering Investment/Cash Management Consulting Services by providing five (5) narratives for the above ten (10) year period, including investment performance versus relevant benchmarks and composition of portfolio. Include a list of the firm’s clients with portfolios similar to those described in “Attachment A – Scope of Services/Deliverables” and “Attachments C & D Investment Policies”.

(Note: Firms who have merged and/or been acquired during this ten (10) year timeframe will qualify, but must evidence the ownership and/or all name change details in their response.)

- G.** Evidence of the firm’s ten (10) largest clients, including the portfolio’s annual dollar value and ROI for each of those clients’ assets under advisory and portfolio management services. Evidence this, by submitting this information on “Exhibit V – Client Asset Summary”.
- H.** A narrative of the firm’s understanding of municipal investment policies, guidelines and philosophies, in accordance with “Attachments C & D Investment Policies”. Specifically describe the firm’s experience in managing fixed income portfolios for clients by indicating the number of years and total dollar amount of assets under management for the client indicated, in “Exhibit V – Client Asset Summary”.

- I. Evidence that the Firm has sufficient depth of staff, qualifications, resources and experience in providing the Investment/Cash Management Investment Consulting Services, on projects of similar size and scope, enabling it to effectively perform and deliver the requisite services.

At a minimum, this will be evidenced by but not limited to:

- Indicating the date the firm was founded, firm's size (i.e. number of full-time, part-time, annual revenues, etc.);
- Detailing when it began providing discretionary investment management advisory services to public agencies (i.e. independent authorities, colleges/universities, boards, commissions, municipalities, boroughs, towns, cities, State divisions, etc);
- Demonstrating that it possesses the appropriate qualified staff (See "Section 18 – Resumes/Bios for Key Team Members");
- Submit a copy of the staffer's list of clients and years serviced for all individuals who will be or expected to be involved with the performance of these services to the Authority, including all personal and/or other subcontractors.
- Staffing Chart.
- Organizational Chart

- J. Evidence that the firm is registered with the US Securities and Exchange Commission (SEC) or the New Jersey Bureau of Securities, as an investment advisor and provide all disclosures required under those laws. Additionally, indicate whether the firm's employees comply with the Code of Ethics and Standards of the Professional Conduct of the CFA Institute. If not, indicate whether the firm maintains a code of ethics and provide a copy of the firm's Code of Ethics.

Include with the submission any other federal or state regulatory licenses and/or certifications that may be required to provide the requisite services, described in this RFQ/P

- K. Demonstration of the Firm's ability to perform on contracts of similar size and scope for other client entities, by providing five (5) narratives of five (5) current client engagements that are of similar size and scope to the Authority's as outlined herein.

Each Client Engagement provided must also be able and willing to provide a reference from a senior executive (i.e. CEO, COO, CFO, Sr. Vice President, etc). The senior executive provided must be willing to provide the reference, knowledgeable about the provided engagement, capable of detailing at a minimum the service levels, quality of work, returns, communication, reporting, etc. Proposer must supply for each engagement: senior executive Contact Information (i.e. Firm Name, Contact Name, Title, Telephone and E-Mail). (See Section 19 – References)

- L. A detailed narrative evidencing the firm's "Approach" to providing the requisite services. Fully describe the steps and processes the firm will apply to make assessments and recommendations that result in strategies the Authority would consider to enhance returns, appropriate for a governmental entity, in accordance with the requirements outlined in "Attachment A – Scope of Services/Deliverables and Attachments C & D, Investment Policies".
- M. Evidence of the past ten (10) year's average annual performance history's for clients that are similar to that of the Authority, including maturities, (quality – define) and sectors for one (1), three (3), five (5) year and ten (10) year timeframes for both Fixed Income and Retiree Benefit Trust Portfolios. For Fixed Income Client Performance Portfolio's utilize Merrill Lynch's 1-3-year Treasury Index, as the benchmark unless a different index more closely mirrors the client portfolio provided. For Retiree Benefit Trust Portfolio's indicate the index which most closely mirrors the provided client portfolio's. Evidence this by completing "Exhibit W - Client Annual Performance".

- N. A summary of the firm's quality manual on a workflow diagram and supply, if available the complete quality manual on a separate CD, with your proposal. Provide evidence of all the firm's security control systems and audits that are in place and performed to prevent the loss of funds due to fraud, error, misrepresentation or other irregularities. Evidence can include: a narrative, SOP, work procedure, audit report, peer review, etc. that evidences all of the firm's security control systems and audits.
- O. The qualifications of its staff, as evidenced by the resumes / bios submitted (which clearly demonstrates relevant knowledge and experience in providing Investment Cash Management Consulting Services for each member of the Proposer's executive, middle management and support/technical staff, as well as for any individual who will or who is expected will be involved in the performance of work against the resulting contract, (reference "Section 18 – Resumes/Bios of Key Team Members" for additional information.) All staff assigned to the account shall have a minimum of three (3) years' experience handling the investments described herein. The resumes/bios should indicate the individual's name, title and any certifications/licenses/credentials held in relation to performing the requisite services, if applicable, as well as number of years employed with the Proposing Entity firm.
- P. A narrative of the transfer/transitioning process for all of the invested securities accounts, beginning the effective date of the contract. The Custodian banks will remain the same (Fixed Income Accounts-Wells Fargo Bank and Retiree Benefit Trust-Bank of New York/Mellon), as stated herein. All Investment changes will only be made as the investments reach maturity.
- Q. Submission of examples of the various required reports they will provide, as specified in "Attachment A – Scope of Services/Deliverables" and "Attachment E – Sample Report Formats". Submit a CD Rom – Marked "Sample Report Formats" with the headers.
- R. Any other information relevant to the firm's qualifications/experience, which the Proposer believes will assist the Authority in evaluating its capabilities to provide the requisite services, including value-added, specific additional services your firm can provide to the Authority.

Failure to submit / evidence for each of the above Items A-R for the proposer and each of its named subcontractors, if applicable, will render the proposal materially non-responsive and subject to rejection.

In addition to the items indicated above, the Proposer should also include the following additional information with its proposal:

- S. A general narrative cover letter.
- T. The Proposer should also include the following information with its proposal, if different from the information completed on the Signatory Page. Provide the location and contact information (full name(s), title, telephone number, fax, address and e-mail address) for the following:
 1. Primary contact person of the firm responsible for this submission; and
 2. Primary contact responsible for managing the performance against the resulting contract; and
 3. Location of the Proposer's office that will be responsible for managing the resulting contract, (i.e. firm name, address, telephone, e-mail, fax number, etc.) Indicate whether this is the home office location or a branch office.
 4. Location of its corporate headquarters and any regional business offices.

A proposal cannot be reviewed and evaluated unless and until the above information is received. Failure to provide all items as indicated above, in the level of detail specified, may prevent the Authority from effectively and accurately evaluating the proposal. Failure to submit the above information may result in rejection of the proposal.

IMPORTANT NOTE:

The above list is meant to assist the Proposer in preparing its proposal and may not be all encompassing. It is the Proposer's sole responsibility to ensure that all required documentation and submissions are included with its proposal and that its proposal is complete for EACH of the areas proposed.

Bid proposals shall not contain URLs (Uniform Resource Locators, i.e. the global address of documents and other resources on the World Wide Web) or web addresses intended as a substitute / alternate form of submitting requisite information, in response to this RFQ/P.

Since the World Wide Web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages' change. Inclusion of a URL or web address in lieu of submitting actual hard copy as required herein will render the proposal materially non-responsive.

34. QUESTIONS:

Questions concerning this *RFQ/P*, may be submitted, in writing via e-mail, to Procurement at EDAProcurementQA@njeda.com and must be received on or before 2:00 PM, EST), on **MONDAY, NOVEMBER 7, 2016**. Phone calls / faxes shall not be accepted.

The subject line of the e-mail should state:

"QUESTIONS – 2016-RFQ/P-051– Investment/Cash Management Consulting Services"

All questions and answers will be posted on the Authority's website at <http://www.njeda.com/rfq> under: ***"2016-RFQ/P-051 - RFQ/P for Investment/Cash Management Consulting Services - Questions and Answers"***.

Interested parties are encouraged to frequently check the Authority's website for any updates, additional information and / or addenda pertaining to this *RFQ/P*, as well as, posted *"Questions and Answers"*.

35. ADDENDUM / QUESTIONS & ANSWERS:

There are no designated dates for release of Addendum or posting of *"Questions & Answers"* on the Authority's website for this solicitation. Interested Proposers should check the Authority's website frequently, from the date and time the *RFQ/P* is issued, up to and including the due date and time of the Proposal opening. It is the sole responsibility of the Proposer to be knowledgeable of all Addenda and posted *"Questions & Answers"*, related to this *RFQ/P*.

All Addenda, as well as *"Questions & Answers"* to the original *RFQ/P*, will be posted on Authority's website, will become part of this *RFQ/P* and will be incorporated by reference, in the final contract resulting from this *RFQ/P*.

36. SUBMISSION DUE DATE:

Proposals shall be received at or before 3:00 PM (prevailing local time), on WEDNESDAY, NOVEMBER 29, 2016 at the Authority's offices, located at 36 West State Street, Trenton, NJ 08625. Proposals shall be **submitted to the Authority in a securely, SEALED envelope or carton**. Unsealed, faxed or e-mailed proposals shall not be accepted.

All proposals should be submitted as follows:

- one (1) printed, signed original
- one (1) printed copy of signed original
- one (1) printed copy of the signed proposal, unbound
- a signed Adobe PDF version supplied on **eight (8) compact discs or jump / thumb drives ***

IMPORTANT NOTE: Each compact disc / jump / thumb drive must include electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the proposal submission.

Proposals should be addressed as follows:

Address:

New Jersey Economic Development Authority
Internal Process Management Department
REF # 2016- RFQ/P- 051 – Investment/Cash Management Consulting Services
Due Date: WEDNESDAY, NOVEMBER 29, 2016 at or before 3:00 PM
PO Box 990
36 West State Street
Trenton, NJ 08625 -0990

Telephone: 609-858-6700- Main Reception Desk

Responses to the *RFQ/P* will be received until the date and time for receipt referenced above and then publicly opened, at the office indicated.

IMPORTANT:

Since the Authority's Evaluation Committee will review the proposal (in Adobe format), on the CD ROM, **it is the Proposer's sole responsibility to ensure that ALL INFORMATION, DOCUMENTS and ATTACHMENTS INCLUDED IN THE ORIGINAL (hard copy) PROPOSAL SUBMISSION ARE INCLUDED ON THE CD ROM or JUMP DRIVE / THUMB DRIVE.**

Failure to do so may prevent the Evaluation Committee from accurately evaluating the proposal.

The Authority shall not be obligated to reconsider its evaluation and scoring of a proposal, if the Proposer fails to include all information on the CD ROM. Should the Authority discover that a Proposer has failed to include the same, complete and accurate information on the CD ROM as it included in its printed original proposal submission; the Authority, shall be under no obligation to re-evaluate and re-score the proposal.

To ensure proper identification, EACH CD / JUMP DRIVE / THUMB DRIVE SHOULD BE CLEARLY LABELED to indicate the Proposing entity's name, address and phone number information, as well as the *RFQ/P* information, (i.e. 2016-RFQ/P-051 – Investment Cash Management Consulting Services)

37. HOLDING PRICES FIRM:

All Proposers shall hold their proposal prices firm for a period of ninety (90) days, to accommodate the Authority's evaluation and award processes. Any proposal submitted in response to this RFQ/P will be considered a firm Offer by the responding vendor to perform the "Scope of Services", as outlined in the RFQ/P and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the New Jersey Economic Development Authority. The Authority, in its sole discretion, reserves the right, upon good cause shown to the satisfaction of the Authority's staff, to allow a responding vendor to withdraw its Offer after Offers have been opened.

38. TERM of CONTRACT:

It is the intent of the Authority to award a one (1) year contract, with two (2) two (2)-year extension options to be exercised at the sole discretion of the Authority, at the same prices, specifications, terms and conditions, to provide these Investment/Cash Management Consulting Services.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Contract on a month-to-month basis beyond the expiration or termination, until a new firm is contracted with the Authority and is prepared to engage in providing these requisite services. In the event the services are scheduled to end either due to expiration of the contract or by termination of the contract by the Authority, in its sole discretion; the Consultant Firm will be required to continue to provide such services if so requested by the Authority, until a replacement Consultant Firm can become completely operational. Any services performed during this / these interim periods of time, shall be performed in accordance with the prices, terms and conditions in effect prior to the expiration or termination of the contract. The Audit / CPA Firm will be reimbursed for these services based on the hourly rates in effect under the most recent contract term

39. AWARD:

It is the intent of the Authority to award a one (1) year contract, with two (2) two (2)-year extension options to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions indicated herein.

The contract award will be made to the highest ranked responsible Proposer whose proposal conforms to this RFQ/P, is most advantageous to the Authority, price and other factors considered, and aligns with the work of the Authority, as determined by the Authority, in its sole discretion. It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good". (Proposers should refer to "Section 26 - Evaluation Criteria / Selection Process" for further detail regarding the scoring designations used by the Authority when evaluating proposals.) The Authority shall be under no obligation to make an award to a firm which does not achieve this minimum scoring threshold.

Award of a contract for services outlined in this RFQ/P will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*.

Acceptance of a proposal and award of a contract is subject to the approval of the Authority's Board.

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Sr. Vice President – Operations within ten (10) business days of receipt of the unsuccessful notification. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Sr. Vice President – Operations. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will make a recommendation to either the Authority's Board of Directors or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. Should the protestor dispute the findings of the Hearing Officer Report, it will be afforded an "Exceptions Period" equal to ten (10) business days from the Authority's issuance of the report to refute the findings of the Hearing Officer.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded. The Authority's Board of Directors or Chief Executive Officer will review the protestor's "Exceptions to the Hearing Officer's Report" and shall render a decision regarding the appropriateness of the award. The action of the Authority's Board of Directors or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

40. TERMINATION / CANCELLATION:

The Authority, at its sole discretion, may cancel the Contract, at any time, without material cause, upon seven (7) days advanced 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.

41. OPEN PUBLIC RECORDS ACT:

Respondents should be aware that responses to this RFQ/P will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the "New Jersey Open Public Records Act" (N.J.S.A. 47:1A-1 et seq.) and "New Jersey Right-to-Know" statutory law and relevant case law.

OTHER:

Any Proposer attempting to contact government officials (elected or appointed) or the Authority's Board members and staff, in an effort to influence the selection process, shall immediately have its proposal summarily rejected and disqualified.

The Authority's staff reserves the right to reject any and all proposals, if deemed to be in the best interest of the Authority, to request redefined proposals from any entity responding to this *RFQ/P*, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of the proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's proposal, with regard to the requirements outlined in this *RFQ/P*. In addition, the Authority's staff reserves the right to modify or amend, with the consent of the submitting firm, any statement, as may be permitted by law; and to affect any agreement deemed by the Authority to be in its best interest, and the best interest of the State of New Jersey. The Authority retains the discretion to modify, expand or delete any portion of this *RFQ/P* or terminate this *RFQ/P* process at any time.