



JAMES E. MCGREEVEY
Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

11/3/04

TO: All Potential Bidders

RE: RFP #: 05-X-37403
RFP Title: Deferred Compensation Plan Services

a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) In accordance with Executive Order 134, the attached Certification form must be completed and returned with the Bid Proposal. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

Enclosed please find a complete set of bid documents for the above referenced solicitation. The following are the key dates for the project:

Date	Time	Event
November 19, 2004	4:00 PM	Cut Off Date for Questions & Inquiries (Refer to RFP Section 1.3.1.2 for more information)
January 4, 2004	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Edward T. Cotterell

Edward T. Cotterell
Contract Procurement Specialist

E-Mail Address: Edward.Cotterell@treas.state.nj.us
Phone: 609-984-6241

ATTENTION VENDORS

Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 05-X-37403

FOR: Deferred Compensation Plan Services

TRACKING NUMBER: T-2327
REQUESTING AGENCY: Department of the Treasury, Division of Pensions & Benefits

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 04/01/05
CONTRACT EXPIRATION DATE: 10/01/08
COOPERATIVE PURCHASING: NO
SET ASIDE: N/A

DIRECT QUESTIONS CONCERNING THIS RFP TO:
BUYER NAME: Edward T. Cotterell
PHONE NUMBER: 609-984-6241
FAX NUMBER: 609-292-5170
E-MAIL ADDRESS: Edward.Cotterell@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: _____ Address: _____

PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON FEBRUARY 2, 2005 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ N/A OR N/A %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: BID BOND ATTACHED: CERTIFIED OR CASHIERS CHECK ATTACHED: LETTER OF CREDIT ATTACHED:
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE N/A SITE INSPECTION N/A

ADDITIONAL REQUIREMENTS

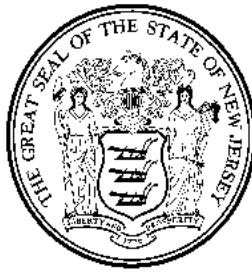
- 9) PERFORMANCE SECURITY: NA OR NA % 10) PAYMENT RETENTION: NA
11) AN AFFIRMATIVE ACTION FORM (ATTACHMENT 3 OF RFP) 12) A MACBRIDE PRINCIPALS CERTIFICATION (ATTACHMENT 2 OF RFP)
13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
14) BIDDERS MUST SUBMIT A COPY OF THEIR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FROM THE NEW JERSEY DIVISION OF REVENUE WITH THE BID PROPOSAL.
15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1 et. seq.).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) %, DAYS: NET DAYS. 18) BIDDER PHONE NO:
19) BIDDER FAX NO. 20) BIDDER E-MAIL ADDRESS.
21) BIDDER FEDERAL ID NO. 22) YOUR BID REFERENCE NO.

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, 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.

23) ORIGINAL SIGNATURE OF BIDDER 24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE 26) DATE



Bid Number: 05-X-37403

**REQUEST FOR PROPOSAL FOR:
DEFERRED COMPENSATION PLAN SERVICES**

Date Issued: 11/3/04

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of the Treasury
Division of Pensions and Benefits
PO Box 295
50 West State Street
Trenton, New Jersey 08625-0295

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits.

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to be a Third Party Administrator (TPA) for the New Jersey State Employees Deferred Compensation Plan (NJSEDCP). The NJSEDCP has approximately 35,000 active and inactive members out of a total of 146,000 employees eligible to participate. In the 12 months ending on June 30, 2004 employees contributed approximately \$129,000,000 pre-tax dollars and the NJSEDCP holds approximately \$1,300,000,000 in deferred compensation assets. The NJSEDCP is currently administered by the New Jersey Division of Pensions and Benefits. Participants elect to have their contributions placed in one or more of 4 investment options as described herein and may adjust the allocation of their investments once a month. As a result of a report issued by Mercer Investment Consulting (see Background [Section 1.2](#) below), it was determined that while the overall expenses of the Plan are very low, so are the services and investment options. In an attempt to expand the services and investment options available to participants, it was determined to hire a TPA to co-administer the plan and require the contractor to provide investment options and services not now provided by NJSEDCP.

It is the intent of this RFP that the contractor will have approximately four (4) to six (6) months to transition and prepare to assume administration duties and then, on an agreed upon deferral cutover date, will have three (3) full years (thirty-six months) thereafter to co-administer the Deferred Compensation Plan. There is an option to extend the contract for 3 additional years. On the deferral cutover date, all the contributions of all participants will no longer be received by the NJSEDCP and instead will be redirected into four (4) equivalent Map Funds managed by the contractor as specified herein. Participants will have the option to voluntarily redirect their assets and contributions to other investment options offered by the contractor after the cutover date. It is expected that participants will continue to contribute at the current rate and therefore, at the end of three years it is expected that the contractor will have received approximately \$387,000,000 in contributions. Participants will not have the option to continue to direct new contributions to the NJSEDCP after the deferral cutover date. However, the currently deposited assets of the participants will remain with the NJSEDCP and will continue to be invested and administered by the NJSEDCP unless and until the participants voluntarily direct that their remaining assets be moved from the NJSEDCP to the contractor's program. If a participant elects to transfer assets from NJSEDCP to the contractor, those assets must stay with the contractor. Participants will not have the option to transfer funds held by the contractor back to the NJSEDCP. Therefore, after the deferral cutover date, it is anticipated that both the contractor and the NJSEDCP will be investing and managing deferred compensation assets, but only the contractor will receive new contributions.

It is possible that the assets managed by the contractor may be more than noted above after three (3) years because of interest and dividends received from managed assets, a rise in the value of the underlying assets, the receipt of assets that participants voluntarily transfer from the NJSEDCP to the contractor, an increase in contributions by participants and the addition of new participants to the plan. A decrease in the value of the underlying assets, the reduction or elimination of contributions by current participants, a decrease in participation in the plan by current participants, or an increase in distributions could reduce the total assets managed by the contractor. There may be additional reasons as to why the assets managed by the contractor may be greater or less than expected. Any risks that affect the operation of the contractor's plan related to any occurrence that may cause the value of the assets to rise or fall shall be borne by the contractor and may not be transferred to the participants in the form of an increase in fees during the term of the contract or any extension thereof. The contractor may reduce fees at its discretion with the agreement of the NJSEDCP. It is the intent of this contract to require the contractor to provide factual information to participants, as approved by the NJSEDCP, that may assist participants in any decision to transfer assets from the NJSEDCP to the contractor or to adjust their contribution. In addition, it is also the intent of this contract, for the contractor to provide information to eligible non-participants in the plan that may encourage eligible non-participants to enroll.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

The New Jersey State Employees Deferred Compensation Plan (NJSEDCP) has been internally administered by the Division of Pensions and Benefits (DPB), and investments have been managed by the Division of Investment. Both are within the Department of the Treasury and are herein after referred to as “the State.”

Mercer Investment Consulting conducted a review of the NJSEDCP for the State Treasurer and the New Jersey State Employees Deferred Compensation Board (the Board). The review was designed to look at the Plan as a whole and to recommend changes to update the Plan, taking full advantage of developments in the marketplace since the State assumed the responsibility of participant level recordkeeping for the Plan from a third party recordkeeper in 1986. The goal was to increase the value of the program to all State employees while keeping administrative costs at a minimum. Additionally, to maintain their fiduciary responsibility it is incumbent upon the State Treasurer and the Board to continually review and monitor the Plan’s offerings to ensure that participants are being provided with the best plan possible, which should include a diverse and wide array of investment alternatives and state-of-the-art services and tools supporting participant needs and requirements to maximize and take advantage of the benefits offered by a deferred compensation plan.

Mercer was to provide advice about any aspect of the plan that was deficient or in need of change. These items fell into five broad categories:

- 1) Governance of the Plan
- 2) Plan Characteristics and Features
- 3) Investment Offering
- 4) Custodial Services
- 5) Administration and Recordkeeping

Major findings of the review including the entire report may be found on the Internet at http://www.state.nj.us/treasury/pensions/njsedcp_mgt_review.htm. The State’s plan to address the findings are as follows:

Investment Offering

Mercer Investment Consulting found that the State’s four investment options (money market, bond, equity and small cap) provide employees the opportunity to diversify among three broad asset classes (stocks, bonds, and money market securities); but, the number of funds is well below the average for both public and private sector savings plans and limits diversification opportunities. Mercer recommended considering an increase in the number of investment options.

To address this deficiency, the State’s plan, including requirements crafted into the RFP would:

- 1) Provide continuation of the Plan’s four, low-cost investment options for those members satisfied with the current investment offerings,
- 2) Offer through a third party a diverse mix of between eight (8) and twenty (20) investment options. It is anticipated that the third parties would propose the use of either mutual funds or commingled accounts. The State will weigh the proposed investments and their related services against the fees charged for each before accepting any such proposal.
- 3) Offer through a third party between one (1) and four (4) stable value funds. The State would weigh the proposed investments and their related services against the fees charged for each before determining the appropriate number of stable value alternatives or accepting any such proposal.

Administration and Recordkeeping

Mercer Investment Consulting found that the State’s administrative costs were extremely low for a plan of its size (approximately 0.09% of plan assets); but, the level of services were much lower than that of comparable plans. Most notably, Mercer believed the monthly valuation of assets and updating of participant accounts

were sub-standard and recommended that the Board strongly consider daily valuation of investments and execution of participant investment activity.

The benefits of a daily valued environment would include:

- 1) Increased participant control of investment allocation,
- 2) Benefit payments and hardship distributions could be made more quickly and at actual value,
- 3) Fewer participant-level anomalies in returns credited, and
- 4) Services would be more commensurate with competing savings opportunities.

Concerning administration services, Mercer found that the nature and variety of services offered by the Plan did not compare favorably to the industry standard.

Mercer recommended that the Board consider outsourcing recordkeeping and some or all administrative services. Their reasons included:

- 1) Vendor expertise,
- 2) Technology resources,
- 3) Enhanced employee services, and
- 4) Reduced administrative burden.

To address these deficiencies, the State's plan, including requirements crafted into the RFP would:

- 1) Provide continuation of the Plan's current, low-cost administration platform maintaining the existing four investment options utilizing monthly valuation of participant accounts (with all work being performed by in-house state employees) for those participants satisfied with the current fee and service delivery structure,
- 2) Retain recordkeeping and administration services from a third party providing technological and customer service features common in the industry. These services include daily valuation, automated transaction initiation and processing for participants, and improved communication and education capabilities through use of on-line tools. Asset fees charged on institutional or retail mutual funds offered through the third party would cover recordkeeping costs. These fees are expected to be higher than the Plan's current costs but, reasonable when compared to the increased services provided through the third party. These products would be available to those members seeking greater diversification and/or services from the administrator.
- 3) Investment options would be made available through the third party mirroring the investment options currently offered by the plan. This would be provided to satisfy the needs of participants who are happy with the current investment offerings, but, seek the added administrative features available through the third party recordkeeper.
- 4) Closing the current state-managed investment offerings to new investments resulting from payroll deferral or transfers from other retirement plans. This would be done to attract reputable third party providers and provide an incentive to have bidders price their products attractively to the State.

By moving forward with the implementation of the recommendations from Mercer's review, the State will serve to modernize the Deferred Compensation Plan and provide participants (who totally fund the costs of running the plan) with the best plan possible. The result is the issuance of this RFP to obtain the services of a provider that will offer the best in quality and widest array of services at the best possible price. As described in the Scope of Work, the existing plan, with its four investment options, will be kept intact. All work currently being carried out in support of the existing plan will continue to be performed by state employees. No bargaining unit employees will be laid off or displaced as a result of this initiative. Staffing issues will be dealt with through attrition.

The basics of the NJSEDCP are summarized below. For reference, a copy of the plan document and other plan materials can be found on the Plan's website: <http://www.state.nj.us/treasury/pensions/fact32.htm>

<i>Plan Type</i>	Internal Revenue Code (IRC) §457(b)
<i>Plan Year</i>	Fiscal year; July 1 – June 30
<i>Eligible Employee Groups</i>	To be eligible, employees must be employed by the State or an eligible agency, authority, commission or instrumentality. They must be enrolled in a State administered retirement system, be a permanent employee or have at least 12 consecutive months of employment or be an appointee of the Governor. While State agencies can participate in the NJSEDCP, local employers cannot.
<i># of Eligible Employees</i>	146,000
<i>Number of Employer Groups</i>	38 – See Appendix 3 – NJSEDCP Employer Groups Currently ten colleges and universities report transactions through a telecommunication feed using Secure File Transfer
<i>Number of Participants (as of July 31, 2004)</i>	Actively deferring: 27,581 Inactive: 3,743 In payout: 2,173 Total: 33,497 See Appendix 4 – Number Of Participants By NJSEDCP Employer Group
<i>Number of New Enrollments</i>	Average of 2,069 new enrollments per year over the last 4 calendar years
<i>Employee Contributions</i>	Voluntary, up to IRC limits. No after-tax contributions Total during 12 months ending June 30, 2004: \$129,038,310
<i>Employer Contributions</i>	None
<i>Contributions</i>	Minimum is 1% of salary, subject to IRC limits
<i>Catch-up Contributions</i>	As permitted by IRC
<i>Participant Directed</i>	Yes, among four internally managed investment options: 1. Money market 2. Bond 3. Equity 4. Small cap
<i>Beneficiary Designation</i>	May elect primary and contingent beneficiaries
<i>In-service Withdrawals</i>	For unforeseeable emergency as permitted under the IRC
<i>In-service Cash-outs</i>	Under the "de minimus" rule, participants with small accounts in the 457 plan can request an in-service distribution for accounts with less than \$5,000 who have not made contributions in 24 months.
<i>Loans</i>	Not immediately contemplated

<i>Vesting</i>	100% immediate
<i>Participant Statements</i>	Quarterly
<i>Minimum Required Distributions</i>	Distributions deferred until minimum required distribution date, as provided for in Internal Revenue Code 401(a) (9).
<i>Service Credit Purchase</i>	Permitted
<i>Current Distribution Options</i>	<ul style="list-style-type: none"> ▪ A one-time lump-sum payment of the entire amount. ▪ A portion of the account in a specific lump-sum dollar amount ▪ Periodic installments paid annually, semi-annually, quarterly, or monthly for a specified number of years. ▪ A combination of a specific lump-sum dollar amount with subsequent installment payments for a specified number of years.
<i>Automatic Cash-outs of Small Accounts</i>	The Plan does not currently cashout terminated participants with small accounts but this provision is being considered.
<i>Rollovers Out</i>	Yes, as required by law
<i>Rollovers In</i>	The NJSEDCP does not currently allow participants to roll non-457 assets into the Plan; however, permitting rollovers of funds from previous employers' 401(k), 401(a), 403(b) or governmental 457 plans, as well as funds held in an IRA, into either one of the plans is being considered.
<i>Administrative Structure</i>	Internally administered
<i>Fees</i>	Currently .08% is collected from participant accounts of which approximately 0.06% is allocated to administrative costs and 0.02% to investment management.
<i>Target Implementation Date</i>	April 1, 2005

The plan financial report for the fiscal year ending June 30, 2004 is provided in Appendix 5 .

The plan utilizes an Interactive Voice Response System (IVR) to supplement the NJSEDCP call center. See [Appendix 13](#) for an example of scripts used for the IVR and corresponding call center statistics.

The plan also utilizes a system to monitor call center activity and provide for quality assurance reviews with call center staff. Calls are archived for retrieval at a later date if there is any question as to misinterpretation of information disseminated to callers.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Edward T. Cotterell**

E- Mail: Edward.Cotterell@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **November 19, 2004**. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 SITE VISIT

1.3.2.1 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.2.2 OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.5 SUBMISSION OF BID PROPOSAL

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

DATE:	January 4, 2005
TIME:	2:00 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: www.state.nj.us/treasury/purchase/directions.htm

1.3.6 DOCUMENT REVIEW ROOM

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE.

To access addenda the bidder must select the bid number on the purchase bureau bidding opportunities web page at the following address:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property

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

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

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

Access Channels – Global reference to all ways a participant may access information held by the contractor, e.g., voice response, internet, customer service center.

Alliance – an arrangement in which the Contractor provides a complete package of Plan services that includes non-related investment products in addition to its own investment products.

Asset Allocation Fund – A fund that diversifies its portfolio for individuals with a specific time horizon, risk tolerance, or financial objective. Also called life style funds. These asset allocation decisions can be active (made by the investment fund manager in exchange for an investment management fee) or passive, in which the investment is fixed as a specific ratio or mix of underlying funds. The assets in the fund are rebalanced on a periodic basis to maintain the mix. For passively managed asset allocation funds, the contractor is responsible for re-balancing the fund to target allocation.

Board (the) – The New Jersey State Employees Deferred Compensation Board. The Board is established in the Department of the Treasury of the State of New Jersey. The membership of the board consists of the State Treasurer, who serves as chairman, the Commissioner of the Department of Banking and Insurance, and the Director of the Division of Budget and Accounting in the Department of the Treasury. The members of the board receive no compensation for service on the board. The board is empowered to take all measures necessary for the implementation and administration of NJSEDCP (N.J.S.A. 52:18A-163 et. seq.).

Book Value – The purchase value of the assets brought forward at some guaranteed interest rate no less than 0%. The maximum value available for withdrawal to meet bona fide participant benefit needs.

Cash-Out – Distribution of the entire amount in the participant account to the participant or his or her beneficiary

Channel Availability – For each access channel (Internet, telephone call center and voice response system) availability is measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability excluding scheduled periods of maintenance and system upgrades, with prior notification.

Contract Effective Date – The date on which this RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, are accepted by the State

Conversion – The transfer of recordkeeping responsibility from one entity to another. The transfer usually involves a black out period during which the receiving entity reconciles the plan's financial and individual account balance records and loads the information into its recordkeeping system.

Custody – Holding assets for safekeeping. May include non-fiduciary processing functions such as making benefit disbursements or paying fees and expenses.

Customer Service Center – The telephone service center in which the vendor's service representatives respond to questions and requests from employees in its clients' defined contribution retirement plans.

Deferral Cutover Date – The date upon which all participant deferrals will begin to be remitted to the Contractor. The date will be determined by mutual agreement between the State and the Contractor after the Contract effective date. The deferral cutover date will be not less than four (4) and not more than six (6) months following the contract effective date. The deferral cutover date will be the 1st of the calendar month mutually agreed upon by the State and the Contractor.

Defined Contribution Plan – A retirement program under which the employer or employee or both may make contributions. These contributions plus investment gains and losses are held in individual account balances. The ultimate benefit to be provided by the program is not guaranteed but is dependent on the return of the investments selected by the participant.

Dollar Cost Averaging Option – an automated process by which participants who wish to transfer their frozen account balance on a regular and gradual basis may do so.

Expense Ratio – overall expenses to operate the fund expressed as a percentage of the fund's N.A.V.

Fee Reimbursement – amount reimbursed to sponsors of defined contribution retirement plans that provide for plan and individual participant recordkeeping either by conducting those services themselves or hiring a third party to conduct those services. The reimbursement is paid because the total expense ratio of the fund usually includes a fee for maintaining individual account balance records and providing other customer/shareholder services. The reimbursement is usually a percentage of the assets the plan sponsor has in the provider's funds.

Full-Time Employee or Full-Time Equivalent (FTE) – Unit of measure to determine human resource staffing level based on an eight (8) hour day.

General Account – Main investment account of an insurance company. This contains all assets that support the guarantee of the general contracts of the carrier. Ultimate solvency and payment of liabilities are backed by the full faith and credit of the carrier. General account assets are subject to the claims of the general creditors of the carrier. The assets in such contracts are not owned by the policyholder.

Guaranteed Investment Contract (GIC) – an insurance contract offered by insurance companies which offers a fixed interest rate on a certain sum of monies for a fixed period of time. At the expiration of the contract, the funds are available in a lump sum of principal plus interest with no penalties or restrictions.

Internet Access – access via internet that enables sponsors and participants to obtain information or conduct transactions using a computer.

Investment Election Cutoff Time – the hour, stated as Eastern Time, of each business day before which a plan member must complete the execution of a change in investment election or reallocation of investment assets. Elections executed after this time will be transacted on the following business day.

Investment Fees – These expenses vary greatly and usually cover the cost of investment management, shareholder services and sales and marketing, defined separately.

Investment Management Expenses – the fees charged to manage the portfolio.

Investment Provider – insurance company, bank, savings and loan, mutual fund or other organization that provides fixed or variable investment products.

Lifecycle/ Lifestyle Fund – A fund that diversifies its portfolio for individuals with a specific time horizon, risk tolerance, or financial objective. The two types of target asset allocation funds addressed in this RFP are:

- Lifestyle funds - Funds that have a predefined investment objective, i.e., with target asset allocations appropriate to the particular objective, such as conservative, moderate or aggressive, that are maintained over time.
- Lifecycle funds - Funds that have a predefined investment time horizon, i.e., with target asset allocations that will vary as the horizon date approaches.

The asset allocation decisions can be active (made by the investment fund manager in exchange for an investment management fee) or passive, in which the investment is fixed as a specific ratio or mix of underlying funds. The assets in the fund are rebalanced on a periodic basis to maintain the mix.

Mutual Fund – An investment fund in which the investment company raises money from shareholders and invests it in various investment instruments.

Net Asset Value (N.A.V.) – The current value of all of the assets owned by the mutual fund less any liabilities. The N.A.V. of a share in the mutual fund equals the total N.A.V. of the fund divided by the number of mutual fund shares outstanding.

OITT – Office of information Technologies, the State's chief technology office.

Payroll Office(s) – The administrative group(s) responsible for the calculation and payment of wages and collection of 457(b) payroll deferrals to be remitted to the Contractor to employees of the various employers participating in the NJSEDCP.

Recordkeeping and Administration:

- Maintaining individual plan account balances,
- Processing deposits, transfers, charges, withdrawals,
- Preparing and distributing participant statements of account,
- Answering participant questions,
- Maintaining plan financial records.

Securities 12(b)(1) Charges – the rule, adopted in 1980 by the Securities and Exchange Commission regulates fees levied by mutual funds to cover marketing and distribution expenses. Unlike loads and redemption fees, 12-b-1 fees are not one-time charges but are assessed annually.

Separate Account – accounts established for individual policyholders or groups of policyholders where investment returns are experience-rated based on performance of the separate account. It is intended that these accounts cannot be attached by creditors and would not be liable for claims against the insurance company. Policyholders may only look to the assets in the account to satisfy claims.

Service Provider or Vendor – generic reference to a contractor or investment company that provides defined contribution plan related services such as marketing, enrollment, recordkeeping and/or administrative services.

Stable Value Fund – an investment option that provides a stated rate of return. Also called a fixed product.

Stable Value Investment – Provides stated rate of return. Also called fixed product.

Statement of Account – The statements mailed (usually quarterly) to participants in defined contribution retirement plans giving them information on their account such as balances in investment options and transactions, including amount of investment returns credited during the period.

Third Party Administrator (TPA) – entity other than plan sponsor that provides marketing, enrollment, recordkeeping and/or administrative services and is herein referred to as Contractor

Trustee – holds assets in trust for exclusive benefits of participants. Includes investments of plan assets unless that service provided by another fiduciary.

Voice Response System (VRS) – An automated telephone system in which employees access information or conduct transactions using a touch tone telephone.

3.0 SCOPE OF WORK

The contractor shall operate the program on an “alliance” basis. An alliance arrangement is one in which the Contractor provides a complete package of plan services that includes non-related investment products in addition to its own investment products. Important considerations include:

- 1) Only one firm to provide services, hereafter referred to as the Contractor.
- 2) The State will continue to administer only one IRC Section 457 plan; however, administrative and investment services will be provided by the State and/or the Contractor for the account balance(s) held on behalf of the participants, by each entity respectively, as detailed in this RFP.
- 3) The Contractor will provide complete plan administrative and investment services for all current and new plan participants.
 - i) Plan administrative services will include basic plan education, enrollment, recordkeeping and administrative services, including necessary trustee/custodial services.
 - ii) Investment management services shall include a stable value fund and at least three (3) variable funds that are as similar as possible to the current equity investment options offered in the Plan. These four (4) funds are hereafter referred to as the Map Funds. In addition to the Map funds, the Contractor shall make an array of new, daily-valued investment options to be offered under the Plan. The State shall select the funds to be made available to participants from the investment fund universe that the Contractor proposes to make available, based on among other things, historic performance, fees and coverage of asset investment categories. For that reason, for purposes of making its decision, the State wishes to evaluate the bidder’s ability to make a broad and flexible array of investment options available from which the State may chose investment options to offer to Plan participants. The State to the contractor has not decided how many and what type of variable investment options it shall chose, however, it has identified the following broad parameters:
 - 1) The funds selected shall adequately represent the various asset classes without overwhelming participants with too many investment choices. Lifecycle or lifestyle funds shall be offered and it is expected the total number of funds shall be between 10 and 20.
 - 2) The Contractor shall be required to provide all support needed regarding the investment options within the Plan, including providing the implementation education services as described under Implementation Education and Participant Support Services, [RFP Section 3.1.4](#).
- 4) All participant contributions made to the Plan on or after the deferral cutover date will be directed to the Contractor. For each actively contributing participant on the deferral cutover date, future contributions will be directed to the appropriate Map Fund(s) based on the participant’s investment election on file with the NJSEDCP and sent by the State in the initial participant record data file transmission.
- 5) As of the deferral cutover date, all assets currently held in participant accounts administered and invested by the State will continue to be held by the State. These assets are hereafter referred to as the participant’s frozen account balance. These assets will remain invested in the four (4) current funds and recordkeeping, administrative and investment management services for these accounts will continue to be provided by the State. As part of this frozen status:
 - i) No new participant contributions will be able to be deposited into these frozen accounts.
 - ii) No assets held in an account with the Contractor will be able to be transferred to a frozen account held by the State on behalf of a participant.
 - iii) Active and inactive participants MAY elect to transfer their frozen account balance invested in the four (4) current funds to the investment options offered by the Contractor. This transfer shall be

selected as a percentage of the participant's frozen account balance as of the valuation date subsequent to the participant's election, with the percentage being at a minimum of 1% and a maximum of 100%.

iv) Participants with a frozen account balance in payout status can elect to transfer their current payment stream and the associated assets remaining in their account to the Contractor. As permitted by law, the participant may elect to change his or her payment methodology to one of the methods offered by the Contractor. This transfer shall be selected as a percentage of the participant's frozen account balance as of the valuation date subsequent to the participant's election with the percentage being at a minimum of 1% and a maximum of 100%. Participants with a frozen account balance may have payments made by both the State and the Contractor as described later in this RFP. The State will work with the Contractor on a cooperative basis to establish appropriate participant educational messages regarding the transfer feature.

6) The initial contract period will be for three (3) and one half years (42 months) from the date of contract award. The first four (4) to six (6) months shall be dedicated to the transition period in which the contractor and the NJSEDCP prepare for the deferral cutover date. After the deferral cutover date, the contractor shall have three (3) years to administer the plan as specified herein.

7) Please refer to [Section 3.18](#) for applicable performance standards under this RFP.

3.1 IMPLEMENTATION SERVICES

3.1.1 CURRENT SERVICES

The Plan is currently and, for those accounts established before the deferral cutover date, will continue to be administered internally using a computer system that is maintained by the State's Office of Information Technology (OIT). OIT management headquarters is located in the Riverview Plaza, PO Box 212, Trenton, New Jersey. Data center operations are located at the State Police Headquarters Complex, West Trenton in two (2) buildings: the OIT River Road Data Center (RRDC) and the OIT HUB Data Center. The two centers use IBM 9672R66 mainframes that are attached via fiber optic cable (ESCON) and operate as a single logical data center. The servers, disk storage, silo and network equipment is located at RRDC. The print operations, network and the majority of the tape cartridge equipment including silos are located at the HUB. The network resides at both centers. The data centers and their networks operate 24 hours per day, seven days a week, 365 days per year. The Mainframe software environment includes the following:

z/OS Operating system at version 1.4
CICS/TS version 1.3
ADABAS 7.1.3
Natural 3.1.6

OIT employs professional, technical and support personnel. OIT performs and delivers services such as application development, desktop support, production processing (batch and on-line), database administration, data center operations, help desk support, voice and data telecommunications services. OIT is currently responsible for the operation and maintenance of such legacy systems as the State payroll, human resource, purchasing, accounting, and budget systems.

The supporting deferred compensation application software, file layouts maps are presented as [Appendix 6](#). Approximately two (2) Full Time Employees (FTE's) from OIT are required each year to provide application support.

Additionally image processing services which utilize Filenet software and IBM hardware are the responsibility of both the DPB and the Office of Treasury Technology (OTT). The DPB performs daily image capture while the OTT is responsible for technical support. The OTT is divided into multiple units each providing various services and support to the divisions within the Department of the Treasury. The two major organizational groups are Support Services and Operations. Support Services is subdivided into Account Management, Application Development and Scanning and Imaging. Operations are subdivided into Desktop

Support, Network Services, Systems Support, Research and Development, and Disaster Recovery Planning. Special Projects are shared among all units.

An inventory of Filenet software and related release levels is presented below.

Software Product	Release Level
Report Manager	4.1.0.07
Report Manager Services	4.1
Image Desktop	3.2b HP18
Image Services	4.0 SP2
AIX	5.2.0.0
C.O.L.D.	4.0 SP1
Capture	4.1 HP8
Fax Entry	4.1.0.110 HP9
Oracle	9.2.0.4.0 (64 bit)
Print Services	4.3
Visual Workflo	3.0.4
Visual Workflo Server	3.0.3
Web Services	3.2.0

There are currently over one million Deferred Compensation documents stored in the Filenet image processing system. [Appendix 7](#) includes a sample of each of the forms that are stored in the Filenet image processing system.

3.1.2 REQUESTED SERVICES

While the current services described above will continue to be provided by the State for the participant account balances frozen on the deferral cutover date, the Contractor shall provide services associated with its providing services for future contributions and assets transferred from the frozen funds prior to the deferral cutover date. The Contractor shall provide requested advice and counsel to the State during the period before the deferral cutover date.

3.1.3 PROPOSED IMPLEMENTATION WORK PLAN

The Contractor shall prepare a detailed implementation plan for the State outlining all the steps necessary to meet the proposed work plan including the set up of initial (duplicate) participant data records; institution of data and contribution transmission processes with the payroll locations; creation of participant processing procedures, including approved communication protocol with the NJSEDPC; and establishment of enrollment and reconciliation procedures for data and trust/custody/investment accounts.

3.1.4 IMPLEMENTATION EDUCATION AND PARTICIPANT SUPPORT SERVICES

During the implementation of the Contractor's services, the customer service telephone line that the Contractor will provide shall be staffed with a sufficient number of qualified customer service representatives to answer participant questions about the changes. It is advised that, given the potential for confusion regarding the changes on and soon after the deferral cutover date, the contractor shall be prepared to handle a very high call volume with questions of extended length. Please refer to Section 3.18 for applicable performance standards.

The Contractor shall conduct a customized implementation education campaign. This campaign shall be designed to fully educate participants and employees on the changes being made. The Contractor shall work cooperatively with the State and the Board in creating a communication campaign that provides clear and unbiased information regarding the changes but, also motivates employees to take appropriate action regarding their investment options. It is expected that the implementation education campaign will include

at least 50 group meetings and at least three written communications to all participants explaining the implementation.

Regarding the **administrative changes**, participants shall be educated on using the Contractor's services and how the daily valuation process used by the Contractor differs from the current monthly administration used by the State. The Contractor shall make it clear to participants with frozen account balances, both during the implementation and ongoing, that the participants shall coordinate activities such as distributions, beneficiary changes, hardship or in-service withdrawals, etc. with NJSEDPC staff. The Contractor shall also, as part of its implementation process, be asked to provide protocols for data coordination to avoid duplication of effort by the State and the Contractor.

Regarding **investment options**, as stated, the Contractor shall offer at least four (4) investment options that are as similar to the four (4) existing funds managed by the State as possible (Map Funds). Participants currently contributing to the Plan shall be informed that their contributions previously being directed to one or more of the four (4) State-managed funds will now be mapped to one or more of the four (4) Map Funds based on the investment election on file for that participant on the deferral cutover date, unless the participant makes an alternate election with the Contractor to take effect on or after the deferral cutover date. The Contractor shall inform participants on how to make changes to their investment election, including choosing from additional funds that the Contractor will make available. (Note: the determination of the total number of funds to be offered by the Contractor will be a joint decision between the Contractor and the State. No specific number of funds has been set at this time.)

3.1.5 TRANSFER OF FROZEN ACCOUNT BALANCES

Regarding transfer of frozen account balances, the Contractor shall provide unbiased education to participants on how to select an appropriate investment allocation given all pertinent considerations. As the result of this educational process, for participants who determine that a transfer of their frozen account balance is appropriate, the Contractor shall develop an electronic transfer election process that will be used both during the implementation period and ongoing.

Participants with frozen account balances may elect to transfer a percentage of their account balance to the Contractor. Any election shall be for a minimum of 1% and a maximum of 100% of the participant's frozen account balance. The Contractor shall propose an account balance transfer process that lets participants transfer their frozen account balance using either an online process, by telephone with a Customer Service Representative or a paper form. Under the process the Contractor shall:

- 1) Inform participants that the transfer will be for a minimum of 1% and a maximum of 100% transfer of their frozen account balance and that transfers are processed only once a month.
- 2) Give participants the opportunity to check on the status of a transfer either on the Contractor's website or through the Contractor's call center.
- 3) Give participants the opportunity to indicate the investment allocation (proportion of employee's assets allocated to each investment option) of the transferred amount and inform the participant that if no investment allocation election is made that the transfer will be allocated according to the existing investment election on file for the participant. For inactive participants who will not have an investment allocation on file with the Contractor, it is expected that the State will provide a monthly data feed to the Contractor of all participants with frozen account balances that will include each participant's investment allocation.
- 4) Give active participants the opportunity to make an investment allocation election for future contributions to the Plan. The accompanying materials should encourage participants to review their investment allocation and make appropriate changes.
- 5) Encourage participants to review their beneficiary designation and give participants the opportunity to make changes if appropriate.

- 6) Review transfer elections for completeness and accuracy and resolve problems, questions, and issues with participants and the State.
- 7) Send, via first class mail, a confirmation notice to each participant of the processing of the election, the participant's investment allocation, beneficiary election (if made), the expected asset transfer date and the Contractor's contact information.
- 8) Once a month on the date selected by the State (see "Frozen Account Balance Transfer" for details), electronically transfer a data file with the transfer elections to the State for processing.
- 9) Coordinate the receipt of the transferred assets and deposit the amount to the participant's account with the Contractor within one (1) business day after receipt of transferred funds in good order.
- 10) Process correcting adjustments if an error is made or delay occurs due the Contractor or the NJSEDCP.
- 11) Provide a process for participants who wish to transfer their frozen account balance on a gradual basis, the ability to elect a dollar cost averaging option with systematic transfers at predetermined frequencies and for predetermined periods of time. A minimum requirement would be for transfers to occur monthly for a period of 12 months.

3.1.6 IMPLEMENTATION DOCUMENTATION

Prior to the completion of the implementation, the Contractor shall provide a manual of tasks, rules, and procedures for operation of the Plan to the State Contract Manager. The draft manual shall be subject to review and approval by the State Contract Manager. The State Contract Manager shall have an opportunity to make suggestions and revisions if necessary. The final written manual shall be delivered no later than 15 calendar days after approval of the draft manual by the State Contract Manager. Along with the submission of the final written manual, the contractor shall include an electronic copy of the manual in MS Word format on CD ROM.

3.1.7 TRANSITION PERIOD: CONTRACT AWARD TO CUTOVER DATE

A transition period will be provided to the contractor to prepare for assumption of the program and receipt of contributions. The period from the contract award date to the deferral cutover date is the transition period and it is expected that the contractor shall be prepared to assume the program within four (4) to six (6) months from the date of contract award. The transition period will end as of the date that the contractor and the NJSEDCP agree to be the cutover date, the date when all new contributions to the plan are directed to the contractor. The NJSEDCP may entertain a cutover start date that is later than six months, provided that the contractor provides justification to the NJSEDCP with an estimate of when the cutover date will occur and the NJSEDCP accepts that justification. This contract provides that the contractor will operate the program for a full three (3) years after the cutover date so the initial period of the contract will be extended day for day should the cutover date be delayed so that the contractor will have three (3) full years to operate the program starting from the cutover date.

3.1.8 TRANSITION EXPENSES BORNE BY THE CONTRACTOR

All costs related to and incurred during the transition period shall be borne by the contractor. The NJSEDCP will not compensate or pay the contractor any money for costs incurred by the contractor during the transition period. At no point during the term of this contract will the NJSEDCP pay the contractor any money. All compensation to the contractor shall be derived from the fees associated with the investment options.

3.2 EMPLOYEE EDUCATION

3.2.1 CURRENT SERVICES

Currently all in-person education services are provided by NJSEDCP staff. NJSEDCP has a staff member who conducts group presentations for State and related agency employees at locations throughout the state. Due to limited resources relatively few group presentations have been conducted. During the fiscal year ending June 30, 2003, there were 36 hours of seminars conducted. During the fiscal year ending June 30, 2004, there were 20 hours of seminars conducted. Locations varied however, the majority of seminars were conducted in the Trenton area.

The State also staffs a call center to answer participant questions and provide one-on-one telephone counseling. More information on the call center is provided in the Participant Services section below.

The NJSEDCP staff will no longer conduct group educational meetings after the Contract Effective Date; however, staff will answer questions from participants with frozen account balances about their investment options. The Contractor will not be required to provide information on the four (4) internally managed investment options, beyond the information required to be provided as part of the frozen account balance transfer activities described in more detail below.

3.2.2 REQUESTED SERVICES

The Contractor shall conduct all future educational and enrollment activities. The Contractor shall prepare self-enrollment packages to be distributed at group meetings and in response to an employee's request to the Contractor. The packages shall contain all information in a complete and concise manner so that an employee would be able to enroll in the Plan without having to contact an educational representative. The Contractor shall also be staffed to be able to provide enrollment counseling to employees who wish to discuss Plan participation in person or over the telephone. A supply of self-enrollment packages shall also be provided to the State/human resources offices to be made available at various work locations. Please refer to [Appendix 14](#) for applicable performance standards.

All materials produced by the Contractor for the State are for the sole use of NJSEDCP participants and are the property of the State. The State retains control of defining the required style, content, and approval of materials. Materials developed by the Contractor shall be submitted to the State for final review and editing and the State shall be given at least two (2) weeks for its review. Publications shall present an unbiased approach to investment information and educate participants about all aspects of the Plan, including retirement planning, investment options offered, and performance and distribution selections. Following approval by the State Contract Manager, publications and forms shall be distributed by the Contractor to participants, payroll offices and/or the State. Specific materials as determined by the State are mailed directly to participants' addresses of record by the Contractor. The Contractor shall also respond to participant's requests for publications, by mailing them to the participant's address of record.

All materials shall reflect the branding of the NJSEDCP, and are not expected to highlight or otherwise serve as a vehicle to promote the Contractor. The NJSEDCP branding shall apply not only to printed materials, but also to the custom web site and toll free phone line (see Section 3.2.6.1 and 3.5.4). Given the unique aspects of the frozen nature of the four (4) State-managed investment options, the Contractor shall demonstrate the ability to work as a partner to provide educational services that ensure that participants make the most appropriate retirement and investment decisions for their situation.

3.2.3 EDUCATIONAL APPROACH

The State is requesting a comprehensive level of educational services to employees, including individual meetings with employees when and where appropriate. The State expects the Contractor to conduct sufficient annual group meetings so that all employees at the different locations will have an opportunity to learn about the Plan. The meetings shall be held at different locations throughout the state and at different times of the day to ensure that all interested employees are able to attend. This will include the accommodation of employees working at facilities where second- and third-shifts are the norm.

A listing of the approximate number of eligible employees by geographic region is provided in [Appendix 8](#).

The State has made no determination as to the appropriate number of enrollment staff or the number of group and individual meetings to be conducted. Each bidder is asked to propose its recommended number

of annual meetings and to fully itemize the proportion of its proposed fee associated with conducting these meetings. The State believes that a minimum of 50 meetings annually will be necessary to achieve this service requirement.

3.2.4 EDUCATION PLAN AND REPORTING

The Contractor shall prepare and submit an annual education plan to the State Contract Manager. This plan shall detail the approach that the Contractor will take in communicating the program to employees. This plan shall also include the Contractor's plan for contacting existing participants, by mail, over the telephone or in person, to periodically re-evaluate their deferred compensation plan participation and review whether changes should be made and appropriate follow-up contacts with employees who choose not to participate in the Plan initially. The draft education plan shall be subject to review and approval by the State Contract Manager. The State Contract Manager shall have an opportunity to make suggestions and revisions if necessary. The final annual education plan shall be delivered no later than fifteen (15) calendar days after approval of the draft by the State Contract Manager.

The Contractor will be required to provide a quarterly education report to the Board at its regular meeting. The Contractor will also need to report monthly on the status of the Plan. This report shall include current data on the Plan and participation levels, as well as the status and resolution of any participant problems and developments in the delivery of 457 plan services.

3.2.5 LOCAL SERVICE OFFICE

The State will make space available at its office located at 50 West State Street, Trenton, NJ for a Contractor's staff person (one) from 8:00 am to 4:00 pm on State work days to provide on-site assistance to employees. The office shall be operational no later than 60 days before the deferral cutover date to facilitate responding to employee questions regarding the implementation. After the first six (6) months of the contract, the State will re-evaluate the hours that the Contractor shall staff the office.

3.2.6 ON-LINE TOOLS

3.2.6.1 INTERNET BASED COMMUNICATION

The Contractor shall maintain a Web site with separate access to Plan information, including the current schedule for investment education seminars (see below). This Web site shall be a unique site for the use of State employees only. The Contractor's Web site shall:

- 1) Have links to the Web site maintained by the State. To review the site, go to:
www.state.nj.us/treasury/pensions/fact32.htm.
- 2) Provide the ability to view and print publications and forms on-line.
- 3) Have video and interactive communication abilities.
- 4) Provide complete Web-based communications opportunities for participants who do not want to receive written materials.
- 5) Provide secured access to participants account information for:
 - Account balance and contribution information and history
 - Fund transfer and allocation change capability
 - Ability to view and print quarterly statements on-line
 - Ability to request and view personalized statements on-line for any range of dates
 - Ability to create initial passwords on-line to set up account access
- 7) Include customer support capacities to respond to and trouble-shoot participant's technical difficulties.

Any web site material provided by the Contractor for Plan participants shall be customized and for the sole use of Plan participants and potential participants.

3.2.6.2 RETIREMENT PLANNING CALCULATORS

The Contractor shall provide retirement planning calculators on the Plan Web site, which gives participants easy to use tools to meet their retirement planning needs. At a minimum, the following calculators shall be available on the Plan Web site:

- 1) Asset Allocation Tool – to assist participants in determining what types of investments may best suit their needs based on their time horizon and risk tolerance
- 2) Take-Home Pay Estimator – to assist participants in seeing the after-tax effect of various contribution rates on their current net pay.
- 3) Disbursement Schedule – to assist participants in creating an estimate of payments they can anticipate from their Plan account following separation from service considering various payout options and assumed rates of investment return. Variables that shall be accepted include:
 - Date of Birth,
 - Planned Age to Start DC Withdrawals,
 - Current Balance of the Plan,
 - Current Pre-tax Contributions,
 - Annual Salary,
 - Assumed Investment Return (prior and during withdrawals),
 - Expected Salary Growth Rate,
 - Assumed Investment Return,
 - Pay Frequency,
 - Assumed Inflation Rate,
 - Planned Age at Separation from Service, and
 - Term of Disbursements.
- 4) Life Expectancy Estimator – to assist participants in estimating their life expectancy based upon a given age.

3.3 PRINT COMMUNICATION MATERIALS

3.3.1 CURRENT SERVICES

Currently, all print communication materials are developed in-house. The materials include investment option fact sheets, an information statement (the Plan document), and a quarterly newsletter. There have been occasional statement stuffers or paycheck messages employed. Please refer to Appendix 12 for a breakdown of quantities of written materials distributed for the fiscal year ended June 30, 2004. All of the print materials are also available on the NJSEDPC website.

The State will continue to provide communications materials and services appropriate for the frozen part of the Plan.

3.3.2 REQUESTED SERVICES

The Contractor shall design a customized ongoing communication campaign for the NJSEDPC that will result in effective and aesthetically pleasing retirement, investment and plan educational materials.

3.3.3 COMMUNICATION APPROACH

The Contractor shall prepare, in consultation with the State, all plan materials in both printed and HTML format for posting on the custom NJSEDCP web site maintained by the Contractor, as well as being available for posting on the State's Web site. Preparation includes the design, HTML formatting, printing and, where necessary, the mailing of all materials, including a quarterly newsletter customized for the contractor's Plan which is to be included in participant statements.

The Contractor shall prepare brochures, publications and forms for participants. The Contractor shall print sufficient quantities of the materials to ensure that there is an adequate supply of all materials. The Contractor shall revise publications when necessary due to changes in investment options, plan rules/procedures or other changes. There may also be new forms or communication pieces that shall be prepared by the Contractor as the result of federal or state legislation affecting the Plan. The Contractor may also be required to produce additional publications as required by the State. The Contractor shall support all additional publications as determined necessary by the State, (which may include new communication pieces) and the cost to mail or otherwise deliver them to participants or eligible employees. Bidders shall identify the cost they anticipate for this effort on the Price Schedule.

3.3.4 INVESTMENT INFORMATION

The Contractor shall print and distribute prospectuses or fund fact sheets for each fund being offered by the Contractor.

3.4 ENROLLMENT & CONTRIBUTION PROCESSING

3.4.1 CURRENT SERVICES

Currently enrollment forms are completed by participants and sent to the State. However, thirty (30) days prior to the deferral cutover date, the State will no longer enroll new employees in the Plan.

There are 38 payroll offices and contributions are submitted on various schedules and frequencies as described below.

The Plan requires members to authorize enrollments, distributions, and other types of transactions using paper forms. Although the questionnaire requests contractor's capabilities regarding paperless enrollments and processing, contractors must continue to accept paper forms to process all transactions.

The Plan collects payroll activity via electronic data transmission, paper report, and/or diskette and processes the participant contribution detail provided, including negative contributions and adjustments, using each participant's current investment allocation election.

3.4.2 REQUESTED SERVICES

The contractor shall contact and meet with all payroll offices and arrange the method the contractor will interact with each payroll office during the contract period. The State Centralized Payroll is the largest payroll office, but other payroll offices have differing systems and the contractor shall not assume that the remaining payroll offices use the same systems for transferring contributions as centralized payroll, whereby each payroll office individually during the transition period to assure a smooth transfer of contributions from all the payroll offices to the contractor as well as a smooth flow of information between the contractor and the payroll offices. The contractor shall provide a contact person and phone number to each payroll office who shall be available to answer questions from the payroll offices during working hours as soon as possible after the award of the contract.

The Contractor shall assist employees with the completion of enrollment forms. Participants shall be set up on the Contractor's system and a confirmation of enrollment shall be mailed to the participant within five (5) business days of receipt of the enrollment form. The confirmation shall:

- 1) Be sent to the participant's address of record,
- 2) Summarize the identifying information such as name, deferral percentage and the participant's investment election,

- 3) Give the participant a PIN, and
- 4) Fully describe how to use the Contractor's services.

The Contractor shall be the primary holder of the participant's enrollment and beneficiary information for all participants who enroll on or after the date 30 days prior to the deferral cutover date. Staff at the NJSEDCP shall continue to be the primary holder of the participant's enrollment and beneficiary information for participants enrolled before that date. The State shall transmit an electronic file with each participant's complete data file but, does not anticipate sending the hard copy files currently in its possession. Access to document images shall be granted to the Contractor through a secure connection on the State's portal. DBP staff shall pull files at the request of the Contractor to resolve questions.

The Contractor shall verify the completeness of the forms and coordinate the establishment of and changes to salary deferral amounts with the payroll offices, as well as resolving any errors and making corrections. For purposes of coordinating with the payroll offices, refer to [Appendix 11](#) for a description by payroll office of payroll frequency, lead time needed to receive the contribution file from the Contractor and the format accepted, and how deferrals are remitted to the Contractor's custodial bank.

Upon notification of the Contractor, each payroll office shall send the contribution funds directly to the Contractor's custodial bank in the method specified above. The Contractor shall transfer the contributions to the appropriate investment fund companies.

The Contractor must be capable of performing all enrollments via the paper form process herein described. However, the NJSEDCP may require the Contractor to provide, a web-based enrollment process in accordance with the process described in the bid proposal.

3.5 PLAN ADMINISTRATION AND CUSTOMER SERVICE ACTIVITIES

3.5.1 CURRENT SERVICES

All administration is currently conducted in house and shall continue for frozen participant accounts as described earlier. NJSEDCP participants currently have access to a voice response system and internet site with inquiry capabilities, but without transactional capabilities.

3.5.2 REQUESTED SERVICES

The Contractor shall provide all necessary services to support the smooth administration of the Plan for all current active and future participants, including the activities listed below. Some, but not all, of the activities are listed below.

3.5.3 ADMINISTRATIVE FORMS

The Contractor shall prepare and update the various requested plan administration forms and materials. These forms shall include, but are not limited to, enrollment and change forms, beneficiary designation forms, investment transfer request forms, address change forms, and withdrawal forms.

While it is not required to make the dual administrative approach as easy for participants as possible, the contractor is encouraged to make forms as compatible as possible with those currently in use. These forms are currently posted on the NJSEDCP website.

The Contractor shall update its forms and publications when necessary due to changes in investment options, plan rules or procedures or other changes. There may be new forms required as the result of changes to the Plan and federal or state legislation affecting the Plan. The Contractor shall produce additional publications as required by the State. All materials produced by the Contractor for the State are for the sole use of NJSEDCP participants and are the property of the State.

All forms shall be subject to review and approval by the State Contract Manager. The State Contract Manager shall have an opportunity to make suggestions and revisions if necessary.

The Contractor shall mail plan administration forms to all participants who make a request through mail or the Internet or call the voice response line or a customer service representative. The forms shall be accompanied by instructions on how to complete the forms and where the completed forms should be sent. The Contractor shall absorb the costs of mailing the materials, including postage. The forms shall be provided on the Contractor's managed web site, as well as provided in a format that can be posted on the NJSEDCP web site. All forms shall be accompanied by an explanation of considerations or additional actions required for participants who have a frozen account balance. Additional administrative requirements are outlined below In Section 3.14.1, Coordination with State staff.

3.5.4 PARTICIPANT SERVICES

The Contractor shall staff a toll-free customer service line. Voice response services, also through a toll-free number, shall be available so participants are able to call 24 hours a day/7 days a week and receive information regarding their account and make transactions. Similar transactional capability needs to be provided to participants who wish to use the Internet. Participants shall be able to request forms and materials via the web and Voice Response System (VRS).

The Contractor's customer service staff shall answer all participant questions about Plan features and operations, received in writing or over the telephone, including information on the investments offered and their performance. The Contractor's customer service staff shall assist participants in all areas of Plan participation including changing the amount of salary deferrals, making investment election changes or transfers, obtaining account balance information and benefit payments. Customer service staff shall answer basic questions posed by participants with frozen account balances and direct these participants to State staff.

The Contractor shall maintain an adequate number of staff and an adequate number of toll-free telephone lines with voice response capabilities and internet access to provide the required services. Both VRS and internet access must be available 24 hours a day/7 days a week with the exception of the time necessary for the normal maintenance of the system and updating of information. This telephone number must be TDD/TTY capable. Please refer to [Section 3.18](#) for applicable performance standards.

The client service representatives must be available to answer participant questions between the hours of 8:00 a.m. Eastern Time and 8:00 p.m. Eastern Time each business day.

Participants initiating transactions via the VRS, internet or client service representatives must receive a written confirmation, which shall be mailed directly to the address on file for the participant within two (2) business days.

The Contractor shall ensure that the personnel answering the customer service line are qualified to provide information on the investment offerings under the Plan and to discuss investment concepts and retirement planning considerations. The Contractor shall answer general questions regarding the four (4) frozen investment options. All activities in this regard will be directed by the State as described under Coordination with State Staff below.

The Contractor shall ensure that such information be provided in a manner consistent with the requisite insurance and securities laws and that all personnel who provide such information shall be properly licensed with all required regulatory agencies, if applicable. At the request of a participant, the Contractor shall review and explain investment alternatives and past investment returns. The Contractor's customer service staff shall assist participants in all areas of Plan participation including changing the amount of salary deferrals, making investment election changes or transfers, utilizing catch-up provisions, obtaining account balance information and initiating unforeseeable emergency withdrawals, Domestic Relations Orders (DROs) and benefit payments and send application forms if requested.

The Contractor shall provide telephone assistance to participants who are taking a distribution under the Plan, and advise participants of payment options available. This must include counseling participants regarding rolling money out of the Plan versus leaving assets in the Plan. In addition:

- 1) Inquiry services available through the VRS and internet shall use the Net Asset Value (NAV) or unit values and account balances as of the previous day.

- 2) Changes to investment allocations shall be made to the participant's record the date they are requested if made by the investment election cutoff time.
- 3) Investment transfers received by the cutoff time shall be made on the next business day using the previous day's unit value.
- 4) The Contractor shall respond to participant questions and complaints. Any complaints not resolved within thirty (30) days shall be brought to the State's attention.
- 5) The Contractor shall provide a proposal for the State's review and approval for formally assessing participant satisfaction with the Contractor's services and outlining how participant and/or employer satisfaction issues would be identified, reported, and corrected. At a minimum, the assessment must be completed six (6) months following the contract award date and annually thereafter on the contract award date for the duration of the contract.
- 6) Any error made by the Contractor shall be corrected and processed as of the effective date of the original transaction. All errors shall be corrected at the Contractor's expense so that the value of the participant's account is not less than it would have been had the error not occurred.
- 7) Written confirmation of the correction shall be mailed by the Contractor to the address on file for the participant within five (5) business days after the correction of error.
- 8) The Contractor shall give the State access to recorded calls on a random basis, as requested, to review for quality and accuracy.

3.6 RECORDKEEPING

3.6.1 CURRENT SERVICES

Recordkeeping services are currently and shall continue for frozen account balances to be conducted on a monthly valuation basis by the NJSEDCP.

3.6.2 REQUESTED SERVICES

The Contractor shall maintain records providing daily information associated with an individual's account, including, but not limited to: investment balances, salary deferral amount, contributions, distributions, earnings, administrative fees, work location, address, and any other information necessary for the proper administration of a participant's account. For retired/terminated participants, additional data regarding distribution method amount shall be maintained by the Contractor.

The Contractor shall make changes to participant investment elections and effect transfers of existing account balances maintained in the investment products not managed by the State on a daily basis. The Contractor shall perform any and all administrative functions necessary to ensure the thorough and accurate financial accounting essential for each party's financial records. The Contractor shall also be able to track sub-accounts for participants who have a Domestic Relations Order (DRO), and rollover assets (including those assets attributable to spousal death benefits from the NJSEDCP, prior plan participation, etc.).

The voice response system and web site provided by the Contractor shall provide the capability for participant deferral changes by percentage of pay or flat dollar amount. Deferral limits as permitted by law shall apply. The Contractor shall compute catch-up calculations, related form completion and coordinate catch-up contributions with the payroll offices. The State shall notify the Contractor of current participants in catch-up for setting up the initial account records. The Contractor shall monitor the annual participant dollar contribution for deferral amounts close to or exceeding maximum deferral amounts. The Contractor shall maintain a total underutilized deferral/available catch-up amount field for each member. The State shall notify Contractor of the accumulated underutilized deferral amount for each member as of December 31, 2004. This amount represents only the cumulative underutilized deferral amounts from the time the employee became a participant in the NJSEDCP; however, the Contractor shall, at the State's request,

administer the catch-up provision to include underutilized deferral amounts for each participant prior to the employee's participation in the Plan. The State shall also provide year-to-date total deferral amounts for each member for the calendar year beginning January 1, 2005, through the end of the month immediately preceding the deferral cutover date.

3.7 INVESTMENT TRANSFERS AND ALLOCATION CHANGES

3.7.1 CURRENT SERVICES

Monthly investment transfers and allocation changes are currently performed by the NJSEDPC and shall continue for frozen account balances.

3.7.2 REQUESTED SERVICES

In addition to allowing participants to make changes to the investment allocation election applicable to future contributions, the Contractor shall transact all settlements on a daily basis. The Contractor shall compute the amount of investment transfers between options for all instructions received in good order from the participant by the cutoff time using that day's closing NAV or unit price/value and wire transfer appropriate amounts to/from the investment providers within the time limits permitted by the agreement with each investment provider. The Contractor shall provide a monthly summary of this information to the State.

3.7.3 FROZEN ACCOUNT BALANCE TRANSFER

The Contractor shall coordinate and execute all settlements associated with the investment transfer elections made by participants with frozen account balances. The Contractor shall process all transfer elections both electronic and paper. On the first of each month, the Contractor shall transmit all transfer elections it has processed since the last transmission to State staff. On or about the 21st of the month, the State shall transmit a data file with the amount of each participant's transferred account balance. The State shall also wire the associated funds to the Contractor's custodian (see Section 4.4.4.2, question 41). The Contractor shall reconcile the data file and associated fund deposit and credit to participant accounts on the next business day. The Contractor shall provide a report summarizing the posting by participants to the State and make the information available through the on-line system described below.

For members who do not use technology (i.e. internet, VRS, or telephone representative) to make balance transfers and/or allocation changes directly, a paper form shall still be made available.

3.8 SUSPENSE ITEMS AND ERROR CORRECTION

3.8.1 CURRENT SERVICES

The associated gain or loss for errors and suspense items is currently performed by the NJSEDPC and shall continue to be handled through the monthly unit value calculation process.

3.8.2 REQUESTED SERVICES

When an employee enrollment, contribution, or transaction is requested and, due to lack of sufficient information or other causes, it is unclear how it should be processed, the Contractor shall suspend that item. The Contractor shall maintain a subsidiary record of all suspense items. The Contractor shall research and resolve each item on the edit report within three (3) business days or less, and report immediately any unresolved suspense items to the payroll office initiating the transaction. Payroll offices shall provide assistance as necessary to resolve suspense items.

The Contractor shall develop and maintain a system for corrections due to erroneous deductions, investments, contributions, participant check cancellations, administrative errors, etc. The Contractor shall

correct errors it makes at its expense so that the value of the participant's account is not less than it would have been had the error not occurred and provide the State and/or the payroll office a record of those corrections. The system shall provide for prompt repayment or credit of any refunds within five (5) business days following the date on which the reason for such a refund or credit is brought to the Contractor's attention.

The State/payroll office shall determine or approve how the adjustment is to be made. The Contractor shall maintain and report to the State and the appropriate payroll office a monthly suspense account balance reflecting all unpaid transactions and transactions that have not cleared with corresponding occurrence dates. The Contractor shall not be responsible for errors made or failure to provide information by the State, payroll offices, participants, or investment managers.

If a payroll office makes an error or causes a delay, the Contractor shall calculate the lost earnings, notify the payroll office of this additional amount and make the corresponding adjustment to participants' accounts. It is anticipated that the payroll office shall be responsible for any investment gain or loss associated with a contribution that the payroll office caused to be late. The Contractor shall send a letter to the participant explaining the dollar cost for the adjustment.

3.9 PLAN LEVEL REPORTS

3.9.1 CURRENT SERVICES

All reporting is prepared internally. Samples of the reports currently prepared are included in [Appendix 9](#).

3.9.2 REQUESTED SERVICES

The Contractor shall submit separate daily, monthly and quarterly reports as well as other reports as needed on all activities in the Plan, for each separate payroll office as designated by the State. Reports must be separated by each of the 38 NJSEDCP Employer Groups and summarized in total.

- 1) The Contractor shall provide the monthly performance results of all investment options by the fifth business day of each month. A sample of the current performance report is included in [Appendix 9](#). The Contractor is expected to provide at least as much information as is currently provided in this report.
- 2) The Contractor shall provide a monthly Payroll Feedback Report to include a record of contributions. The report shall include fields listing participant name, social security number, payroll location, agency location, participant % elected or amount elected, and the payroll period.
- 3) The Contractor shall provide a monthly report of age 70½ required minimum distributions.
- 4) The Contractor shall provide a monthly report of individuals terminated with accounts below \$5,000.
- 5) The Contractor shall provide a monthly report of rollovers in and out of the Plan. The State shall be copied on each participant confirmation sent for rollovers out of the Plan.
- 6) The Contractor shall provide a monthly report of stale dated checks.
- 7) The Contractor shall provide a monthly accounting of plan assets. Reconciliation with any other administrative reports shall be completed by the Contractor prior to submission to the State.
- 8) The Contractor shall provide local agency trust reports annually, or as frequently as quarterly if requested by the participating agency.
- 9) The Contractor shall provide a report monitoring participants approaching or over the maximum annual deferral amount.
- 10) The Contractor shall send monthly asset fee reports to the State on participants making catch up contributions, with supporting documentation for the Contractor fees.

11) The Contractor shall provide a monthly report on service center quality and performance including, but not limited to, activity, purpose of calls, and abandoned calls.

12) The Contractor shall provide the State with the information included in monthly reports at the plan level within ten (10) business days after the end of the month.

13) The Contractor shall provide the State with all reports and other data necessary to support its continued administration of the frozen account balances as described under Coordination with State Staff, below.

14) The Contractor shall provide the State with ad hoc reporting capability as required.

15) The Contractor shall provide monthly, a file of New Enrollments for Pension Member Master Record (PMMR) update.

The Contractor shall inform the State within 60 days of recently enacted federal tax laws and regulations, and all present or future federal tax legislation or other changes in the tax laws which may have an impact upon the recordkeeping and administration requirements of the plan. The Contractor shall describe the nature of any amendments to the plan which may be required by changing conditions, federal tax laws or regulations, or which may make available to employees the most advantageous investment options and investment returns. The Contractor shall work with NJSEDCP legal counsel to evaluate and implement any amendments to the plan.

3.10 PARTICIPANT STATEMENTS OF ACCOUNT

3.10.1 CURRENT SERVICES

The NJSEDCP participant statements contain basic information, including inception to date and quarterly activity. Fund performance information is also provided.

3.10.2 REQUESTED SERVICES

Information displayed on the participant statement prepared and distributed by the Contractor shall include, but is not limited to, beginning and ending balances, activity during the period, net gain (loss), total and year-to-date deferrals, message capability, and asset allocation graphs. Quarterly participant statements shall be compliant with the Americans With Disabilities Act (ADA).

The Contractor shall mail to each participant, at the address on file, a quarterly statement of account providing the information as detailed above. The cost of mailing and postage shall be the responsibility of the Contractor. The Contractor shall be able to customize the statement for the Plan and provide a field for short messages. All information shall be provided in both dollars and unit value. Statements shall be mailed no later than 20 business days after quarter end. The State is also interested in the Contractor's ability to provide statements on demand.

The Contractor shall research and resolve, with the payroll office/State's assistance, any participant statement of account not received by the participant but returned to the Contractor. The Contractor shall provide a summary report to the State within 30 days of mailing of statements.

3.11 DISTRIBUTIONS

3.11.1 CURRENT SERVICES

Distributions are currently and shall continue to be paid on the 27th of the month following the receipt of the distribution form by the NJSEDCP. Regular monthly payments are paid on the 27th of each month.

3.11.2 REQUESTED SERVICES

The Contractor shall be the primary contact to provide telephone assistance to participants who are taking a distribution from assets held on behalf of the participant by the Contractor. It is expected that distributions shall be made separately:

- By the State for participants who have a frozen account balance and
- By the Contractor for participants who have an account balance with the Contractor.

Participants with a frozen account balance shall be required to initiate distributions separately with the State and the Contractor. Tax reporting shall be handled respectively for the distribution made by each entity.

Distributions include unforeseeable emergency, de minimis, termination of employment, death, divorce, and retirement. The Contractor shall advise participants of the payment options it makes available and the implications of choosing one payment option, including rollovers, over another. The Contractor shall continue to offer at a minimum all of the distribution options currently offered under the Plan as well as offer an annuity shopping service for participants who would like to take a life-contingent benefit. The Contractor shall also facilitate the transfer of assets and benefit distribution streams for participants in payout on the deferral cutover date who have requested to transfer the responsibility for payments to the Contractor.

The Contractor shall make disbursement of funds by check, electronic direct deposit and wire or electronic fund transfer for benefit distributions including lump sum payments, plan to plan transfers, rollovers or other large distributions, upon authorization and instruction by the payroll office/State. Payment shall be made within five (5) business days. The Contractor shall provide a selection of flexible methods in which assets are distributed and disbursed. The Contractor shall provide written confirmation to the participant and the payroll office/State for payments made by electronic direct deposit, wire or electronic fund transfer.

The Contractor shall provide participant federal and state income tax withholding and reporting for each benefit payment it makes. The Contractor shall be solely responsible for any tax penalties and/or interest that may arise due to errors it made in participant tax reporting or forwarding of funds to the appropriate government authorities.

The Contractor shall ensure that each participant's account complies with the applicable regulations including, but not limited to, IRC 401(a) (9) minimum distribution requirements and annual maximum deferrals. Contractors should assume that assets held on behalf of a participant with the State comply with IRC 401(a)(9) pro-rata. To facilitate this process the State shall provide to the Contractor the applicable participant Required Minimum Distribution (RMD) maintained in the State's records as of the deferral cutover date and at calendar year end for the preceding calendar year and each successive calendar year during the contract period.

3.11.3 UNFORESEEABLE EMERGENCIES AND DOMESTIC RELATIONS ORDER

For every participant, the Contractor shall handle the hardship withdrawals and domestic relations order application process, even if the participant has a frozen account balance. Once the Contractor has completed the application process and initial review, it shall forward the applications, with a recommendation, for review and approval/qualification by the State. Once approved, the State and the Contractor shall make the applicable distribution or account segregation for the assets held by each on behalf of the participant.

The Contractor shall answer general questions from participants and send application forms if requested. The Contractor shall initially counsel participants prior to providing formal hardship application and standard DRO materials. Upon receipt of application materials, the Contractor shall review the application for completeness and notify the participant if further information is required. The Contractor shall compile an activity log and any additional documentation, and send the application and a letter of recommendation to the State via overnight express delivery. Please refer to Section 3.18 for applicable performance standards.

The State shall make an approval or denial decision regarding the application, and shall prepare the letter to the participant. If approved, the State shall notify the Contractor via e-mail to begin the payout immediately. If denied, the letter shall notify the participant of the right to appeal and outline the appeal process. A complete copy of the case file shall be sent to the Contractor for retention. In addition, for DROs, the Contractor shall provide for multiple account and distribution capacity (sub account) for assets transferred to the (ex)spouse with the ability to track by participant. The Contractor shall provide the (ex)spouse the same payment methods available to participants.

3.11.4 IN-SERVICE DE MINIMUS WITHDRAWALS

The Contractor shall process in-service withdrawals for accounts that have less than \$5,000, and have not made contributions within the last 24 months. Contribution history for the previous 24 months shall be included in the initial participant data set-up file transmission sent by the State. State maintained account balances shall be provided to the Contractor each month to coordinate the approval/rejection process on a total account value basis.

The Contractor shall administer all applicable participant restrictions associated with the in-service withdrawal.

3.11.5 AUTOMATIC CASH-OUT OF SMALL ACCOUNTS

The Plan does not currently cash-out participants who terminate with small account balances and the Board is not considering such a cash-out at this time.

3.11.6 DEATH BENEFITS

The Contractor shall process death benefits, including notifying NJSEDCP staff if the deceased is on the monthly frozen account balance list received from the State.

3.11.7 SURVIVOR BENEFITS

For every participant to whom the Contractor is making periodic benefit payments, upon receiving notification from the payroll office or State, of the death of the participant, the Contractor shall cease benefit payments and make the necessary changes to begin making payments to the participant's beneficiary(ies) after the beneficiary has selected a distribution method. The Contractor shall make corrections and adjustments to income tax withholding and deposits as necessary, as instructed by the State.

3.11.8 TRANSFER AND ROLLOVER

In addition to transfers of frozen account balances, the Contractor shall provide counseling to participants who request a transfer or rollover of funds out of or into the NJSEDCP. The Contractor shall mail the appropriate forms to the participant. The Contractor shall distribute all disbursements of Plan benefits, including for plan to plan transfers and rollovers, pursuant to policies set by the Board and the State. If the State determines to allow rollovers into the Plan, the Contractor shall maintain separate participant accounts for assets that are transferred into the plan from a qualified retirement plan such as an IRC Section 401(k) plan in accordance with IRS regulations.

3.11.9 SERVICE CREDIT PURCHASE

The State allows participants eligible to purchase prior years of service in a governmental defined benefit pension plan to transfer funds from the IRC Section 457 plan while still employed.

3.12 ON-LINE SYSTEM ACCESS

The Contractor shall provide the State with thin-client, web-based inquiry access to its recordkeeping system, allowing the State to access participant data as needed in the normal course of administrative

oversight for the NJSEDCP. The Contractor's system will allow NJSEDCP application software to run in the Contractor's computing environment and, as a result, there is no need for Contractor's software to be installed on NJSEDCP's personal computers. NJSEDCP users will only require that a browser be available for connectivity to all vendor applications.

The on-line system shall provide the State with connectivity to participant and plan level data, which is current as of the completion of the valuation process for the prior business day. Access shall be available for a minimum of six (6) simultaneous connections with a maximum of not more than fifteen (15) simultaneous connections.

The Contractor shall provide the State with inquiry access to its document imaging system, if utilized by the Contractor. The on-line system shall provide the State with connectivity to participant level data, which is current as of the prior business day. Access shall be available for a minimum of six (6) simultaneous connections with a maximum of not more than fifteen (15) simultaneous connections.

The Contractor shall have qualified personnel available to conduct at the State's offices, during implementation and at least once annually thereafter, complete and detailed training sessions on the Contractor's systems and processing methodology, including instruction on how to use the on-line access system.

3.13 INVESTMENT OPTIONS

3.13.1 CURRENT SITUATION

The Plan offers four (4) internally managed investment options that are valued on a monthly basis. All assets invested on the deferral cutover date shall remain in these investment options on a frozen basis until the participant makes an election to transfer his or her account balance. Any transfer shall be selected as a percentage of the participant's frozen account balance as of the valuation date subsequent to the participant's election with the percentage being at a minimum of 1% and a maximum of 100%.

3.13.2 REQUESTED SERVICES

As indicated, this contract is being performed on an alliance basis under which the Contractor shall make an array of investment options available to participants. Funds with front-end or rear-end loads or any other similar fees, charges or penalties shall not be considered. The Contractor shall provide Investment Summaries detailing the Investment Objective, Strategy, Main Risks and Expenses for each Fund.

3.13.3 MAP FUNDS

The Contractor shall provide at least four (4) investment options that are similar to the four (4) investment options currently offered and referred to as the Map Funds. Contributions on or after the deferral cutover date shall be directed to each of the Map Funds, unless the participant makes an investment allocation election to change the direction of his or her future contributions. The Map Funds are described below:

Description of Frozen Fund	Description of Map Fund
Money Market Fund	Stable Value Fund. This fund should be a commingled fund or a separate account and shall guarantee book value accounting and benefit payments, be fully diversified, limit credit risk/exposure, provide competitive returns with minimal or no transfer restrictions or payment limitations and provide attractive contract termination conditions such as transfer of book value liquidation or in-kind transfer.
Bond Fund	Core Bond Fund. This fund's objectives are to provide a high level of interest income while preserving principal, though short-term negative returns may occur. The fund should be invested in high-quality bonds and other fixed-income securities, including US Treasury, federal agency, mortgage-backed, asset-backed and investment grade corporate securities. Performance over full market cycles should exceed that of the Lehman Brothers Aggregate Bond Index while maintaining portfolio characteristics and a risk profile similar to that of the index.
Equity Fund	Large Cap Equity Fund. This fund's objectives are to provide exposure to the large cap portion of the U.S. stock market. The fund should be managed using a core investment

strategy. Such a strategy shall provide a balanced exposure to both the value and growth segments of the market, though moderate overweight positions resulting from the fund manager's active management strategy are acceptable. Performance over full market cycles should exceed that of the Russell 1000 Index while maintaining portfolio characteristics and a risk profile similar to that of the index.

Small Cap Fund

Small Cap Equity Fund. This fund's objectives are to provide exposure to the small cap portion of the U.S. stock market. The fund should be managed using a core investment strategy. Such a strategy shall provide a balanced exposure to both the value and growth segments of the market, though moderate overweight positions resulting from the fund manager's active management strategy are acceptable. Performance over full market cycles should exceed that of the Russell 2000 Index while maintaining portfolio characteristics and a risk profile similar to that of the index.

3.13.4 VARIABLE INVESTMENT OFFERING ARRAY

In addition to the Map funds, the Contractor shall make available an array of new, daily valued investment options to be offered under the Plan. The Contractor shall be required to provide all support needed for all the investment options proposed.

The array shall include risk-based or target date asset allocation funds (lifecycle or lifestyle funds). These lifecycle or lifestyle funds may be composed of index funds. The other funds in the variable array proposed by the Contractor shall include, at a minimum, the fund categories listed below. For each investment category there will be at least one actively managed fund but not more than two (2) funds (one actively managed and one passively managed).

Asset Class/Category	Index Benchmark
1) Small Capitalization Growth Equity Fund (a) Active (b) Passive	Russell 2000 Growth
2) Small Capitalization Value Equity Fund (a) Active (b) Passive	Russell 2000 Value
3) Mid Capitalization Growth Equity Fund (a) Active (b) Passive	Russell Mid-Cap Growth
4) Mid Capitalization Core Equity Fund (a) Active (b) Passive	Russell Mid-Cap
5) Mid Capitalization Value Equity Fund (a) Active (b) Passive	Russell Mid-Cap Value
6) Large Capitalization Growth Equity Fund (a) Active (b) Passive	Russell 1000 Growth
7) Large Capitalization Value Equity Fund (a) Active (b) Passive	Russell 1000 Value
8) Socially Responsible Fund (a) Active (b) Passive	Domini 400
9) International Equity Fund (a) Active (b) Passive	MSCI EAFE
10) Real Estate Investment Fund (a) Active (b) Passive	Wilshire REIT

3.13.5 ASSET CLASS/CATEGORY CRITERIA

3.13.5.1 SMALL CAPITALIZATION GROWTH FUND

- Average market capitalization less than \$1 billion
- Growth investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)
- Cash holdings no greater than 10%

3.13.5.2 SMALL CAPITALIZATION VALUE FUND

- Average market capitalization less than \$1 billion
- Value investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)
- Cash holdings no greater than 10%

3.13.5.3 MID CAPITALIZATION GROWTH FUND

- Average market capitalization between \$1 billion and \$5 billion
- Growth investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)

3.13.5.4 MID CAPITALIZATION CORE FUND

- Average market capitalization between \$1 billion and \$5 billion
- Combination of value and growth investment style
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)

3.13.5.5 MID CAPITALIZATION VALUE FUND

- Average market capitalization between \$1 billion and \$5 billion
- Value investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)

3.13.5.6 LARGE CAPITALIZATION GROWTH FUND

- Average market capitalization greater than \$5 billion
- Growth investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)

3.13.5.7 LARGE CAPITALIZATION VALUE FUND

- Average market capitalization greater than \$5 billion
- Value investment style consistently applied
- Not sector specialty fund
- Well diversified (no greater than 5% in any one issue; no greater than two times market weight in any one sector)

3.13.5.8 SOCIALLY RESPONSIBLE FUND

- Investment strategy which includes social constraints such as alcohol and tobacco, gambling, and environmental mismanagement.

3.13.5.9 INTERNATIONAL EQUITY FUND

- Large capitalization stock emphasis

- Top-down or bottom-up investment approach
- Growth, value, or blend style
- Broadly diversified across countries and industry sectors
 - o up to 20% emerging markets exposure
 - o not a global fund; minimal U.S. exposure
- Selectively hedges currency risk

3.13.5.10 REAL ESTATE INVESTMENT FUND

- Book value of real estate assets of \$100 million or more
- Market capitalization of at least \$100 million

3.13.6 FINAL SELECTION OF FUNDS BY THE NJSEDCP

The final investment line-up of funds to be offered by the contractor to participants will be determined by the NJSEDCP after contract award and may not include all investment products presented by the contractor in its awarded bid proposal. Therefore, the contractor should not assume that a contract award automatically is an acceptance of all the funds offered in the bid proposal or that all the funds offered by the bidder will automatically be approved by the NJSEDCP Board and be part of the mix of funds ultimately offered to participants. Further, the NJSEDCP reserves the right the change or substitute any fund offered by the contractor.

3.14 PLAN SPONSOR SUPPORT SERVICES

3.14.1 COORDINATION WITH STATE STAFF

As indicated the State recognizes the challenges created by this dual administrative and investment structure. For that reason, the Contractor shall coordinate with State staff to provide the most seamless and participant-friendly services. There are numerous areas in which coordination shall be important. The Contractor services shall include:

- 1) Initial existing participant record setup from data transferred from State including a flag or other identifier for these initial participants that shall indicate that these participants have frozen account balances in the State investments.
- 2) A frozen account balance transfer process that provides for an electronic transfer of requested transfers to the State and assistance with the actual transfer of assets.
- 3) Where practical, links between the State's phone and website and that of the Contractor.
- 4) Methods to overcome potential administrative hurdles created by the dual administrative systems in all areas including address and indicative data changes, beneficiary changes, etc.
- 5) Communication and customer service approach that addresses the frozen investment options as appropriate and in keeping with the State's identified principles. Employees of the Contractor cannot be financially rewarded for transfer decisions made by participants who have a frozen account balance and all information provided by the employees must be unbiased and impartial.
- 6) Administration and customer service approach that facilitates major transactions, such as distributions, for participants who also have a frozen account balance.

3.14.2 PLAN SPONSOR SERVICE REPRESENTATIVE

The Contractor shall ensure that NJSEDCP staff has a qualified account service representative assigned and available to provide timely and comprehensive assistance with all aspects of the Contractor's services.

3.14.3 PLAN COMPLIANCE ASSISTANCE

The Contractor shall inform the NJSEDCP within 60 days of recently enacted federal tax laws and regulations, and all present or future federal tax legislation or other changes in the tax laws which may have an impact upon the recordkeeping and administration requirements of the NJSEDCP. The Contractor shall describe the nature of any amendments to the NJSEDCP which may be required by changing conditions, federal tax laws or regulations, or which may make available to employees the most advantageous investment options and investment returns. The Contractor shall work with the NJSEDCP legal counsel to evaluate and implement any amendments to the NJSEDCP.

3.14.4 PAYROLL AND PERSONNEL OFFICE SUPPORT

In addition to the administration manual described under Implementation, the Contractor conduct all services necessary to assist payroll and personnel offices with the responsibilities and activities associated with the NJSEDCP. The Contractor's plan service representative(s) shall be able to answer the payroll and personnel office staff's questions about the NJSEDCP's plan provisions and operations, as well as provide guidance and assistance on how to address participant issues and concerns.

A representative shall be available between the hours of 9:00 a.m. Eastern Time and 5:00 p.m. Eastern Time each business day with designated back-up during the representative's absence. After hours messaging shall also be required.

The Contractor shall respond to all payroll and personnel office staff's questions and complaints. Any complaints not resolved within seven (7) working days shall be brought to the NJSEDCP's attention.

3.15 TRANSITION RESPONSIBILITIES UPON TERMINATION

Upon termination of its contract, the Contractor shall fully cooperate with the State in an orderly transfer of administrative responsibilities and records to the State or its representatives. In the event that the State elects not to renew its contract at the end of its term, or otherwise terminates the contract for cause or convenience, the Contractor agrees to fully cooperate with the State and the new contractor in the transition to the new Contractor.

The Contractor shall provide all necessary documents and computer files and generally assist the new Contractor and the State in learning the content of such documents and files, or otherwise as shall be mutually agreed upon. Once the Contractor has been notified of its termination, all general participant communications shall be approved by the State. No unauthorized communications with participants shall be permitted.

3.16 ADMINISTRATIVE FUNDING

The Contractor shall provide funding for the administrative costs that the NJSEDCP incurs in overseeing and maintaining the plan. There will be no payment to the NJSEDCP during the transition period. Starting with the deferral cutover date, the contractor shall pay to the NJSEDCP a total of \$100,000 during the first year of the contract for NJSEDCP administrative expenses. Payments shall be made monthly and divided into eleven monthly payments of \$8,333 with a twelfth payment of \$8,337. In each succeeding year of the contract after the deferral cutover date the amount paid to the NJSEDCP for administrative expenses shall be \$100,000 plus 3.5% compounded annually from the first year (\$103,500 in year 2, \$107,123 in year 3, etc.) payable in substantially equal monthly payments. The first monthly payment will be due on or before the last business day of the first month of the contract after the deferral cutover date with each subsequent payment due on the last business day of each month for the duration of the contract.

3.17 OPTIONAL WORK ITEMS

The NJSEDCP is considering additional work that is not required in the Scope of Work. These additional work items are described in section 4.4.2.8 and may be added to the contract after contract award as a negotiated contract modification. Performance of these work items is dependent on the quality of the work provided by the contractor after contract award, the decisions of the NJSEDCP Board, and the proposals to perform these additional work items presented in the contractor's bid proposal.

3.18 PERFORMANCE STANDARDS

The contractor shall perform, at a minimum, to the performance standards listed in the tables below:

STANDARD	MEASUREMENT FOR NON-PERFORMANCE
<p>1. Voice Response System -Average Speed of Answer</p>	<p>All telephone calls to contractor's home office Client Service Representatives and the automated voice response system combined will be answered within thirty (30) seconds on average at least eighty-five (85) percent of the time.</p> <p>A report will be generated yearly from the recordkeeping system to document the necessary information regarding the number of telephone calls received and answered.</p> <p>During the first six (6) months of this Agreement, the contractor shall provide NJSEDPC with a monthly report of the Average Speed of Answer for telephone calls to the contractor's home office Client Service Representatives and the automated voice response system combined. If, during any of these months, the combined Average Speed of Answer is greater than thirty (30) seconds on average at least eighty-five percent (85 percent) of the time, then the contractor agrees to adjust call routing priority and/or staffing to meet this standard for the following month. If this standard (85% of combined calls to the automated voice response system and Client Service Representatives answered within 30 seconds on average) is not met for two or more consecutive months during the first six months of this Agreement, the contractor shall pay liquidated damages in the amount of \$1,000 per month for each month the standard is not met.</p> <p>If at least eighty-five (85) percent of the telephone calls to contractor's home office Client Service Representatives and the automated voice response system have not answered within the first thirty (30) seconds on average for the calendar year (as described above), liquidated damages of \$1,000 for that calendar year will be paid to the Plan.</p>
<p>- Client Service Representatives</p>	<p>Calls from the automated voice response system which are transferred to a Client Service Representative will be answered within 90 seconds on average 90 percent (90%) of the time.</p> <p>A report will be generated yearly from the recordkeeping system to document the necessary information regarding the number of telephone calls received and answered.</p> <p>During the first six (6) months of this Agreement, the contractor shall provide NJSEDPC with a monthly report of the Average Speed of Answer for telephone calls to the contractor's home office Client Service Representatives from the automated voice response system. If, during any of these months, the Average Speed of Answer for calls transferred from the automated voice response system to Client Service Representatives is greater than 90 seconds on average at least 90 percent (90%) of the time, then the contractor agrees to adjust call routing priority and/or staffing to meet this standard for the following month. If this standard (90% of transferred from the automated voice response system to a Client Service Representative answered within 90 seconds on average) is not met for two or more consecutive months during the first six</p>

	<p>months of this Agreement, the contractor shall pay liquidated damages in the amount of \$1,000 per month for each month the standard is not met.</p> <p>If at least 90 percent (90%) of the telephone calls to the contractor's home office Client Service Representatives from the automated voice response system have not been answered within the first 90 seconds on average for the calendar year (as described above), liquidated damages of \$1,000 for that calendar year will be paid to the Plan.</p>
<p>- Abandoned Call Rate</p>	<p>On average for the calendar year, there will be less than one percent (1%) of calls that receive a busy signal, and the abandoned call rate will average less than five percent (5%) for the calendar year.</p> <p>If the average number of calls that receive a busy signal is one percent (1%) or greater and/or the abandoned call rate yearly average is five percent (5%) or greater during the calendar year, liquidated damages of \$1,000 for that calendar year will be paid to the Plan.</p> <p>Average performance standards for the calendar year will be provided to the NJSEDCP using reports generated quarterly from the recordkeeping system and the Call Management system.</p>
<p>- Initial Transition/Conversion</p>	<p>If an adequate test file is received from the previous recordkeeper at least forty-five (45) business days prior to the conversion date, the "blackout" period will be completed within ten (10) business days after the receipt of all final reconciled participant account balances from prior recordkeeper. The blackout period is defined as the period of time required to establish participant account balances on the recordkeeping system while no participant processing is allowed. The blackout period ends when contribution and transfer processing resumes.</p> <p>If the blackout period is not completed within the ten (10) business day period described above (and an adequate test file has been received from the prior recordkeeper at least forty-five (45) business days prior to the conversion date), liquidated damages of \$10,000 will be paid to the Plan for each day beyond the ten (10) day time commitment.</p> <p>If an adequate test file from the previous recordkeeper has not been received at least forty-five (45) Business Days prior to the conversion date, no damages will be payable to the Plan.</p>
<p>- Participant Statement Mailing</p>	<p>Starting with the second calendar quarter, Participant statements will be mailed within twenty (20) business days of the end of each calendar quarter, or within ten (10) business days after receipt of information in good order from third party sources, whichever is later, as the information will include final fund values, return information from the participating investment providers and all newsletter information from the NJSEDCP.</p> <ul style="list-style-type: none"> • If all of the required information has been received and all participant statements have not been mailed within twenty (20) business days after receipt of such required information, liquidated damages of \$1,000 per day will be paid to the Plan for each day the statements are late. <p>The twenty (20) business day standard begins on the first business</p>

	day of the calendar quarter and the ten (10 business day standard begins on the first business day after all required information to be included with the statements has been received and both standards end on the date statements are postmarked for mailing.
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The following table contains performance standards that do not have associated liquidated damages:

<u>Activity</u>	<u>Performance Standard</u>
STANDARD ACCOUNTING ACTIVITY TURNAROUND TIMES	
Contributions	Monitor contributions to ensure that all contributions are properly credited to participant accounts and periodically checked for compliance with all IRS and State rules including annual limits. Upon receipt of the contribution remission from the payroll office, the NJSEDCP and the payroll office must be notified same day of all contributions that cannot be posted. Notify NJSEDCP of participant accounts that are opened and do not receive a contribution within 90 days of the date the account was opened.
Changes in Investment Elections	100% of all changes in investment elections received by 12:00 midnight requested by participants shall be processed on the next calendar day.
Rollovers In (processed & invested)	Rollovers shall be processed and invested within two (2) business days of receiving the rollover proceeds and completed paperwork in good order.
Transfers/Reallocations (daily traded funds)	100% of all fund transfers (purchases and redemptions) requested by participants shall be executed within the investments at that day's closing NAV or price, providing the request was entered by close of New York Stock Exchange and all of the investment option providers associated with the Plan meet the "late day" trading requirements.
Notification to participants with Required Minimum Distributions	Participants requiring minimum required distributions shall be identified, mailed correspondence and election forms (if appropriate) and RMD notification shall be processed by December 1 of each calendar year
Speed in correcting transaction errors	Transaction errors shall be rectified within 5 business days of a participant's notification of such error if received at the home office within ninety (90) days after the statement date. However, should errors not be identified within ninety (90) days of the statement date, or the errors have been made by the Participant, NJSEDCP or other third party, the error(s) will be corrected within the 5 business day period, but not made effective retroactively. .
AUTOMATED COMMUNICATIONS	
Confirmations of financial transactions	95% of participant confirmation statements shall be produced and mailed within two business days after transaction. None shall be mailed any later than five (5) days after the transaction. Each participant will receive a confirmation of transfers (including dollar cost averaging and rebalancing), allocation changes, deferral changes, if applicable.
Confirmations of demographic data changes	95% of participant confirmation statements shall be produced and mailed within two business days after change. None shall be mailed any later than five (5) days after the change. Each participant will receive a confirmation of the initial Participant account establishment and indicative data (including name and beneficiary changes).
Statements on demand	Statements on Demand shall be produced and mailed within two (2) business days after participant request is effected.
Employer Plan Summary Report	Employer Plan Summary Report will be available within 30 business days from the quarter end.
PIN mailings	PIN requests shall be produced and mailed within two (2) business days after participant request is effected
Distribution of enrollment material	Enrollment materials shall be mailed within two (2) business days after request is made

<u>Activity</u>	<u>Performance Standard</u>
Distribution of termination material	Distribution forms shall be mailed within two (2) business days after request is made

QUALITY/ACCURACY MEASUREMENTS

Participant statement accuracy	99% accuracy on quarterly participant statements.
Transaction accuracy (participant requested transactions)	99% accuracy on processing rate measured by calculating as the total number of transactions processed without errors by the total number of transactions processed; errors defined through audit and as reported

CONTROLS FOR MANUAL & SYSTEMS PROCESSES & PROCEDURES

Distribution upon request of generic & participant specific documents (including administrative forms, prospectuses, plan document and/or brochure, participant statement copies, etc.)	95% of the documents made available shall be mailed within two (2) business days of the request; 95% of the documents to be faxed shall be faxed the day of the request
Excess system capacity requirements – web	Average of 10% excess capacity shall be maintained.
Excess system capacity requirements – VRS	Average of 10% excess potential/flexibility capacity shall be maintained.
Excess system capacity requirements – processing	Average of 10% excess potential/flexibility capacity shall be maintained.
Maximum lead time for adding a new fund (for system changes)	30 business days if the new fund is part of our Alliance of Funds.
Maximum black out period for adding new fund	Five (5) business days
Response time for resolving issue when research is required (contact initiated through service reps)	Written complaints will be responded to within ten (10) business days. Will report unresolved complaints to NJSEDPC after 30 days.
Fulfillment (acceptable error rates & turnaround times)	95% accuracy on fulfillment of mailed materials.

STANDARD COMMITMENT FOR CHANNEL AVAILABILITY AND SYSTEM RECOVERY

Unscheduled downtime – web access for participant and NJSEDPC functions	97% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification)
Unscheduled downtime - VRS access for participant functions	97% availability rate measured by calculating the total number of hours the system is available divided by the total number of hours it was scheduled for availability (availability is measured 24 hours a day excluding scheduled periods of maintenance and system upgrades, with prior notification).
Maximum scheduled maintenance – VRS	48 hours a month
Maximum scheduled maintenance – web	48 hours a month
Availability of recordkeeping system (exclusive of routine maintenance)	97 % availability out of 24 hours per day, 7 days a week; maintenance shall not be scheduled for prime time and shall not exceed 48 hours per month
System recovery following disaster	72 hours

OTHER

<u>Activity</u>	<u>Performance Standard</u>
Administrative Manual	Produce administrative manual and update manually and distribute to each agency.
Tax Withholding Files	Produce and monitor tax withdrawal electronic files for each agency on an annual basis to ensure accurate year-end processing and reporting.

3.19 PRICE REDUCTIONS FOR INCREASED ASSETS UNDER MANAGEMENT

Bidders shall indicate in the bid proposal price reductions associated with increased assets under management assuming the following asset levels: \$500 million, \$750 million, \$1 billion and 1.25 billion or more. Such reduced prices shall take effect should the aggregate of all funds held under the contractor's management be reached during the term of the contract.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder shall follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. However, the state reserves the right to offer to any bidder whose bid proposal is technically acceptable the opportunity to withdraw any exceptions it has made to the standard terms and conditions. In no event shall such an offer be made to any bidder whose bid proposal is technically non-responsive. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal shall arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES SHALL BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **SIX (6) full, complete and exact copies** of the original. Each bidder must submit **TWO (2) full, complete, and exact electronic copies** of the original proposal on compact disks (CD's). The copies of the proposal on CD must be in PDF file format for viewing by State evaluators using Adobe Acrobat Reader software. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Price Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	4.4.1.1	Completed and signed Cover Sheet (Page 3 of this RFP)
		4.4.1.2	Ownership Disclosure Form (Attachment 1)
		4.4.1.3	MacBride Principles Certification (Attachment 2)
		4.4.1.4	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		4.4.1.8	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		1.1 of the Standard Terms & Conditions	Business Registration from Division of Revenue (Attachment 9)
		4.4.1.6	Not Applicable
		4.4.1.7	Executive Order 134 Certification (Attachment 5)
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.4	Contract Management
		4.4.2.5	Contract Schedule
		4.4.2.6	Mobilization and Implementation Plan
		4.4.2.7	Potential Problems
		4.4.2.8	Potential Contract Revision
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Staffing information
		4.4.3.6	Organization Chart (Entire Firm)
		4.4.3.7	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.8	Financial Capability of the Bidder
		4.4.3.9	Subcontractor(s)
4	Price Proposal	4.4.4	Price Schedule (Attachment 6)

4.4.1 SECTION 1 – FORMS

4.4.1.1 COVER SHEET

The bidder shall submit a signed cover sheet provided on page 3 of this RFP with the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder shall complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form shall be received prior to or accompany the bid proposal. Failure to do so shall preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.3 MACBRIDE PRINCIPLES CERTIFICATION

The bidder shall complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.4 AFFIRMATIVE ACTION

The bidder shall complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.5 SET ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.6 BID BOND

Not applicable to this procurement.

4.4.1.7 EXECUTIVE ORDER 134 CERTIFICATION

FAILURE TO SUBMIT A COMPLETED EXECUTIVE ORDER 134 CERTIFICATION (Appendix 3) WITH THE BID PROPOSAL WILL RESULT IN AUTOMATIC REJECTION OF THE BID PROPOSAL.

Refer to Section 5.27 of this RFP and [Attachment 5](#) for more details concerning this requirement.

4.4.1.8 NEW JERSEY BUSINESS REGISTRATION

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

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

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.4 of this RFP for additional information concerning this requirement.

[Attachment 9](#) is provided as a reminder for the bidder to submit its New Jersey Business Registration Certificate with its bid proposal.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

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

- Indicate what efficient processes you have seen work well with other clients and what inefficiencies you would recommend the State avoid.

4.4.2.2 CONTRACT MANAGEMENT

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc. Supplying the information below shall satisfy the bid submission requirement to submit specific plans

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

1. Regarding your **implementation plan**:

- Provide a draft implementation plan. Include at a minimum the major milestones associated with the implementation, and the dates they would occur. Confirm your ability to meet the timeframes and deliverables identified in the RFP. Since the plan does not include transitioning assets from the frozen accounts during the implementation, identify if participants will experience any blackout period, and the length of the period.
- Describe in detail the implementation communication plan you propose. Include the number of group meetings you propose, number of in-person education representatives that would be involved during the implementation, and the timeframes during which meetings would be held (i.e. # of days before implementation, etc.).

Identify the number of written communications you propose for the transition, the proposed content of the written communications, and the amount you have budgeted for development and distribution of those materials. Provide a sample of written materials utilized in a previous implementation campaign.

- List all implementation milestones scheduled for the next 12 months and the scheduled completion dates.

2. Regarding **implementation documentation**:

- Describe what documentation will be provided to the State regarding systems tests conducted and their results and what level of failure will be deemed acceptable.
- Describe what implementation documentation you provide to the plan sponsor and to what extent is it customized.
- Describe your ability to coordinate a post-transition audit. (if you have provided this for other clients) and the results.

- Describe how you will guarantee your stated implementation time frame and how you will measure the success of plan implementation.
 - Describe how you will provide and maintain an up-to-date customized administration manual and provide a sample of such manual.
3. Regarding **data transfer activities**:
- As described in the Scope of Work, the implementation will include setting up participant records for future contributions and transfers, but will not include a transfer of assets at the time of implementation. Describe the challenges and opportunities involved with an implementation that does not include an initial asset transfer. Identify any other clients that you have provided similar implementations for.
 - Describe the testing of data you expect to conduct and how you will coordinate this testing with the OIT.
 - As indicated in the Scope of Work, the State does not immediately anticipate sending hard copy files currently in its possession to the Contractor. As needed, staff will pull files at the request of the Contractor to resolve questions. Provide your recommended approach to handling the paper files.
4. Regarding **frozen account balance transfer activities**:
- Describe the steps a participant will encounter in order to transfer assets from a frozen account to your company. Provide a timeline of events that begins with the participant initiating a transfer and ends with the participant assets being transferred.
 - Describe your capabilities to offer automatic dollar cost averaging services to participants. Describe the frequency and flexibility of the option, mailing of confirmations, and any limitations that may apply.
5. Regarding **in-person education**:
- Describe the content of the on-going education and enrollment meetings that your company would conduct. This description should be complete and include all topics covered by completing table number Q.5.1 in [Attachment 8](#) (Data Submission Form). Provide sample education materials.
 - Identify the annual number of group meetings and number of one-on-one consultations you have assumed will be provided by your education and enrollment field staff by completing table number Q.5.2 in [Attachment 8](#) (Data Submission Form).
 - Identify any alternate staffing and meeting schedules you wish to include in your proposal.
 - As indicated in the Scope of Work, the State has made a determination as to the minimum number of appropriate enrollment staff and number of meetings to be conducted. However, the State is asking for bidders to recommend levels that they would deem appropriate. Describe how you arrived at the staffing levels and meeting frequency proposed above.
 - The State wishes to review the staffing and number of meetings at least annually to determine if the service level should be adjusted to best meet the needs of employees. Identify the flexibility you will have to make future modifications should the State determine a different level would benefit participants. Clearly identify how this would impact your price, if at all.
6. Regarding your **educational plan**:
- Describe the communication and education plan you will develop with the State and how you will measure the effectiveness of the plan. Measured items should include new enrollments, increase

in participant deferrals, and enhanced participant asset diversification. Identify other items that will be measured.

- The State requires staffing of an office located in the DP&B offices at 50 West State Street in Trenton for servicing participants. Describe how you propose to staff this office including:
 - o Staffing, including functions to be performed by staff
 - o How prescheduled consultations will be handled
 - o How telephone calls will be handled
 - o How walk-ins will be handled
 - o Activities supported in the office (education, enrollments, transactions, retirement planning, field support, etc)
- In addition to staffing the office located in the State offices, describe any local service office you are proposing and fully delineate any other New Jersey presence your firm currently has, will expand or will create should your firm be selected to provide the requested services. This description should include any subcontracted or joint venture services that will be created should your firm be selected to provide the requested services.

7. Regarding your **investment education**:

- Describe how your company's approach has assisted participants in constructing investment allocations with appropriate levels of diversification and risk parameters.
- Identify and describe the financial modeling software you will make available to participants.

8. Regarding your print communication materials, complete table number Q.8 in [Attachment 8](#) (Data Submission Form), identifying the different materials included in your proposal, who their audience is (i.e. new participants, retirees, etc.), how they will be delivered (mailed, hand out at meetings, post on web, etc.), how many copies are expected to be distributed each year, an indication of artwork used on the material (Y-graphs and pictures, etc.) and a description of size and color (8.5x11 two-color, 8.5x14 black and white, etc.). Provide samples if available.

9. Regarding your **proposed communication campaign**:

- Identify the budgeted annual amount you have assumed for producing the materials above.
- If the budgeted amount is exceeded, describe your plan for providing any additional materials requested by the State without causing an increase in fees.
- For each publication listed above, provide a description of the time and resources your firm proposes to dedicate to the development of the customized communication pieces. This description should include an itemized listing of time spent by various professionals including communications consultants, graphic and design artists, writers, editors, and the expense for design, typesetting, graphics, layout and printing.
- State whether or not your materials include items intended for targeted rather than general distribution and list those targeted items.
- Describe the materials or other support you will provide to assist the plan in educating participants about the use of your company's customer service center and on-line systems.
- Specifically list each material that your company makes available in a foreign language.
- Describe what materials are available for participants who are visually impaired.
- Describe what materials or services are available for participants who are hearing impaired.
- Describe materials you provide to terminated participants eligible for distributions.

10. Regarding your **investment communications**:

- Attach samples of the communication materials you would use to communicate investment performance information to both new participants and existing participants. Describe what comparative information you will be able to provide (i.e. performance benchmarks).
- Describe what investment performance information is available via the web and voice response.
- Describe what communications your company provided to participants and plan sponsors regarding the recent investigations into the trading practices within the mutual fund industry. Provide samples.

11. Regarding the **NJSEDCP-specific communications**:

- Given the relatively unique structure that the NJSEDCP will have, describe how your company will compare the investments of the frozen accounts to the investments provided by your firm. Describe any similar experiences you have had with other clients, and the communications used.
- The State recognizes the challenges created by having a dual administrative and investment structure. Describe how your company will ensure that participant communications are clear and unbiased. Identify potential conflicts of interest and how they would be handled. Describe the communications to participants interested in transferring assets from a frozen account to your company.
 - o Describe how your company will compare the services and current investment options on the frozen accounts to the services and investment options provided by your firm. Describe any similar experiences you have had with other clients, and the communications used.
 - o Describe how your company will compare the fees currently charged to the frozen accounts to the fees charged by your firm. Describe any similar experiences you have had with other clients, and the communications used.

12. Regarding **payroll processing**:

- State who is responsible for following up with the plan sponsor if a payroll is not received and what tool is used to track expected payrolls.
- Please indicate whether your recordkeeping system provides this payroll feed data edits by completing table number Q.12 in [Attachment 8](#) (Data Submission Form). Indicate "yes" or "no". Use the Comments column to identify any qualifications on the availability of the services.
- Describe your ability to receive the periodic demographic data updates from the payroll centers, and update your recordkeeping system with separation status codes. Identify how many business days after receipt of the data the recordkeeping system will be updated.
- If home address is part of the demographic information collected from the payroll centers, describe how members may request a change of address and how discrepancies between member-provided and payroll-provided addresses are resolved. Describe how you will accept address changes from the State's Division of Pensions and Benefits for members not actively employed and how that information will be collected and at what frequency.

13. Regarding **contributions**:

- Describe how you ensure that age-based deferrals (age 50+) are processed and monitored in accordance with IRC Section 457.
- Describe what assistance telephone representatives or field representatives will provide to participants regarding this.

- State what, if any, proof-of-age documentation you require.
- Describe your ability to support the traditional catch-up, make-up deferrals. Describe what information you require the State or the payroll locations to provide.
- Describe how you propose to administer the cumulative, underutilized contribution field on your recordkeeping system. Indicate whether you currently provide this service to any of your current clients.
- Describe what assistance telephone representatives or field representatives will provide to participants regarding this.

14. Regarding **online enrollment**:

- Describe how you would propose to handle online enrollment processing and the requirements you impose on the payroll centers.
- Describe how you will be able to provide can enact online enrollment for some payroll locations and not others.
- Describe the benefits to the NJSEDCP if online enrollment is implemented.

15. Regarding **client/participant satisfaction**:

- State whether or not your organization has an electronic monitoring system for client/plan sponsor inquiries and if the system tracks the type of inquiry and the required time to respond.
 - o State whether or not the monitoring system tracks how often the same inquiries come through via feedback loop and how this information will be provided to the State and at what frequency.
 - o State whether or not your organization has a non-electronic monitoring system and how this information will be provided to the State and the frequency.
- Briefly describe your management's review of responses to client/plan sponsor inquiries. In your description, please address the following issues:
 - o State the percentage of client/plan sponsor inquiries that senior management or supervisory staff reviews.
 - o State how frequently managerial reviews are conducted.
 - o State the levels of management that conduct reviews of client/plan sponsor inquiries and the responses that the client relationship manager and/or administration staff provides.
 - o State what type of feedback is given to the client relationship manager and/or staff as a result of these reviews, if any.
- Please describe your proposed method for formally assessing participant and employer satisfaction with the services your company provides.
- State how frequently you conduct client satisfaction surveys of your clients (plan sponsor level).
 - o State who conducts these surveys and when the last survey was conducted.
 - o Provide a sample survey document.
- State how frequently you conduct participant satisfaction surveys.
 - o State who conducts these surveys and when the last survey was conducted
 - o State which participants are surveyed:
 - Those who use the Voice Response System (VRS)
 - Those who have spoken with a Benefit Service Representative (BSR)
 - Random sampling
 - Non-participants
 - Those identified by client
 - Those who have requested a transaction

- Those who meet specified demographic requirements
- Others
- o Provide a sample survey document.
- State if you will provide an annual satisfaction survey of the NJSEDCP's participants. Describe the sampling and content you would suggest.
- Describe how you communicate the results of client and participant surveys.

16. Regarding **access channels**:

- Provide the volume for the specified technologies for the last 8 annual quarters by completing table number Q.16.1 in [Attachment 8](#) (Data Submission Form).
- Indicate which services are available to participants through each technology by completing table number Q.16.2 in [Attachment 8](#) (Data Submission Form). Indicate with a "Y" or "N".
- Please provide the specified statistics for the time periods indicated by completing table number Q.16.3 in [Attachment 8](#) (Data Submission Form).
- State the number of calls your telephone system is equipped to handle simultaneously and the average daily call volumes over the last six months. State the average daily busy signals callers received over the last six months. State the average daily hold time callers encountered over the last six months, state whether average of actual wait times are communicated to callers.
- Describe for which services or transactions confirmation statements are generated. Provide samples of the confirmation statements.

17. Regarding **access channel security**:

- Describe what security procedures you use at your customer service center to authorize transactions that a participant requests over the phone.
- Describe your procedure and timing for issuing PINs and how PINs are assigned. State if the same PIN is used for voice response and internet.
- Describe process for changing the PIN.
- State what activities a participant without a PIN can complete. State if the plan sponsor decides to permit access and what criteria will be used.
- State if Benefit Service Representatives (BSRs) have access to participant PINs.

18. Regarding **telephone services**:

- State the hours that benefit service representatives are available (Eastern Time) and if the NJSEDCP will have its own toll-free number.
- Please describe how participants without touch-tone telephone service will be accommodated.
- Identify the number and percentage of BSRs that are fluent in Spanish and other languages by completing table number Q.18.1 in [Attachment 8](#) (Data Submission Form). Identify other languages in the table below.
- State if all conversations are recorded and if the plan sponsor monitors recordings. State how long your organization maintains recordings and if the plan sponsor monitors calls live.
- In staffing BSRs, state how many participants you assume a single BSR can cover.
- State the number of hours, per day, BSRs spend on the phone on average (over last year).

- State where your customer service center is located and if your recordkeeping and administrative services will also be processed at this location. If different, state where these services will be located. Domestic resources are preferred.
- When a BSR speaks to a participant, state if the BSR is able to access can see other transactions performed by the participant earlier the same day with another BSR or via VRS or internet.
- Describe what records BSRs have direct access to when handling a telephone inquiry and if they have access to imaged documents. State if BSRs have access to workflow tools used to track participant processing by the administration team.
- Describe your customer service staffing plan to deal with peak volume, such as after the issuance of participant statements or a plan change. Describe the process to determine if you have sufficient lines to handle call volume and how frequently this is checked.
- Confirm your ability to provide TDD services during all hours of telephone customer service availability.
- Describe how investment advice questions are handled by BSRs.
- State if you separate services for retirees from those provided to active plan participants. For example, if certain staff is assigned to handle retirees' questions regarding their accounts.
- If a call must be transferred from one BSR to another or to a supervisor, state if data and the call can be transferred simultaneously and describe how the transfer is accomplished.
- Describe how participant calls are logged and tracked and who has access to that information.
- State what services BSRs can provide to participants by completing table number Q.18.2 in [Attachment 8](#) (Data Submission Form).

19. Regarding **internet services**:

- Confirm that you will provide a web site dedicated to the NJSEDCP. Describe the attributes of the site that may be customized for the Plan.
- Describe what communication materials you offer on the participant internet site.
 - o plan brochures
 - o investment descriptions
 - o links to relevant sites
 - o articles
 - o plan summaries
 - o fund summaries
 - o others
- Describe what retirement planning and investment related tools are available through your internet site.
- Describe what targeted materials are available via the participant web site.
- Other than retirement planning and investment related tools, describe other tools and services available to participants through your internet site.
- State if participants can e-mail account-specific questions via the internet site and who receives the e-mail, researches the issue and responds. State if you have responses generated by key words.

- Describe what is the most current data available to participants over the Internet.
- Describe how much historical information participants will have access to over the internet site.
- Provide the address and necessary access codes or passwords in order to test your internet capabilities. If separate codes are needed for access to participant and employer data, provide both.
- Describe what language services other than English are available for the NJSEDCP website and describe the services that are provided.
- State what the feasibility is to allow employees to enter the Contractor on-line features through the State's secure portal and not require the individual to reenter ID and password information to execute transactions at the Contractor's website.
- State whether and how the website is 508-compliant in providing access to the disabled.

20. Regarding **voice response services**:

- Provide the phone number and necessary access codes or passwords in order to test your VRS capabilities.
- State if the voice system is key entry only or if it has natural voice recognition capabilities as well. Indicate all that apply:
 - o key entry
 - o voice recognition (number, short phrases)
 - o natural voice recognition (full speech and sentences)
- State if your VRS is available in Spanish.
- If a participant is using the Spanish VRS, which of the following applies:
 - o election for Spanish will be retained and Spanish is automatically offered next time participant calls
 - o participant opts out to Spanish BSRs automatically
 - o materials requested via the VRS will be provided in Spanish
- State the VRS downtime per month for maintenance in hours.
- State if the plan sponsor can broadcast special messages and also indicate all parties that can actually record the message.
 - o plan sponsor
 - o your organization
- Describe how a participant transfers to a BSR from the VRS.
- State if the VRS will alert a participant to the anticipated hold time before a BSR will be available
- When a participant transfers from the VRS to a service representative:
 - o State if the participant's PIN will automatically transfer or must it be reentered.
 - o State if the participant's SSN must be reentered by the representative.
 - o State if the representative will know what VRS function the participant was using at the time they transferred.

21. Regarding **processing accuracy**:

- Describe your procedures for ensuring that the plan is in balance on a daily basis.

- Describe the internal auditing staff and functions performed regarding recordkeeping and trust services.
- State if the internal auditing staff performs client specific audits.
- State if your recordkeeping system controls and administrative procedures are audited by an independent accounting company on a regular basis. Confirm the frequency you have a Statement of Auditing Standards (SAS) 70 audit conducted, and include a copy of your most recent report.

22. Regarding **processing activities**:

- Describe your company's capability for electronic data transfer between your system, the payroll function, and any investment or financial service providers. State if you customize your formats to meet others' needs or capabilities?
- In a standard recordkeeping environment, describe how you provide "paperless processing" for the following transactions. If you cannot provide paperless processing, please describe your preferred means for:
 - o enrollments
 - o loans
 - o contribution rate changes
 - o hardship withdrawals
 - o investment allocation changes
 - o distributions
 - o required minimum distributions
- State any daily, weekly, monthly or annual cut-off time for participant requested transactions.
- Describe your experience and capability with National Securities Clearing Corp (NSCC) trading. State for what percentage of your business you use this platform. For funds that are not on the NSCC platform, including the internally managed funds, state the cutoff time you will impose for receipt of the fund's NAV.
- Describe the quality standards for performance (in business days) that you will use in servicing the NJSEDCP, and the average actual performance for current clients by completing table number Q.22 in [Attachment 8](#) (Data Submission Form). Assume all data, wires or other requests are received in reasonably good condition and before your cutoff time for the day, and that any required employer approvals have been received.

23. Regarding **recordkeeping systems**:

- Describe your recordkeeping software system. Include details about your Database Management System and programming languages.
- Describe the hardware platform for recordkeeping and administration of defined contribution plans.
- State if the recordkeeping system is owned or leased.
- If the system is leased, provide details of the arrangement and the name and qualifications of the organization.
- State if your recordkeeping system/software is fault tolerant with no single point of failure for processing, storage, or connectivity.
- State if you are planning to go through any system conversions or major changes/enhancements now or in the next three years. Please describe and give the schedule. Historically, state how often you have performed these activities and if the client is charged for these activities and at what rate.
- State when your recordkeeping system was first put into place and when was the last major system enhancement. Describe the nature of the enhancement.
- Describe the integration among your voice response, on-line and recordkeeping systems. Describe how you assure that requests made via one access method will not be duplicated through another method if requests are batch processed.
- State if your recordkeeping system is current and in compliance with all new legislation.
- State if your company proposes to charge for system modifications required by legislative changes and indicate the anticipated fees here and in the Price Schedule form.
- State whether or not you foresee any specific problems incorporating the NJSEDCP into your recordkeeping system and describe them in detail, and your proposed solutions.
- State whether or not your company proposes to charge for system modifications required by the State and indicate the method for determining fees.
- Describe how you monitor system capacity and plan for future expansion.
- State whether or not your organization has different groups for systems development and product support.
- List the types of resources (internal/external) your organization uses for systems development.
If a combination, please specify percentage to each resource.
 - o internal
 - o external
- List the types of resources (internal/external) your organization uses for systems maintenance.
If a combination, please specify percentage to each resource.
 - o internal
 - o external
- Describe how the State will initiate program changes to the system (resulting from plan specific changes resulting from plan modifications). State the turnaround time for providing a cost estimate for these changes. Describe how the State will be able to track the status of changes being made to the system. State how soon the State will be advised if difficulties arise which would prevent the meeting of agreed upon due dates for system changes. Describe the remedial action available if a

due date is missed through no fault of the State. State the rate charged for system changes (hourly rate).

24. Regarding **system integrity**:

- State the number of hours the recordkeeping system was down in 2004. Describe all such incidents and explain the cause of the down time.
- State how frequently system backups are performed.
- Describe your system security and disaster recovery procedures.
- Describe your Data Security Policies and Procedures.
- State how frequently disaster recovery procedures are tested, when the last test was and the results.
- Describe the most severe disaster your company has experienced, including when it occurred, what happened, how you dealt with it and the effect on plan sponsors and participants.

25. Regarding **transfers and allocation changes made to non-frozen account balance assets**:

- Confirm that you do not intend to impose any limitations such as a maximum number of changes, contribution investment transfers or elections.
 - o Describe how your system will react to multiple transactions in the same day and if the transactions will be consolidated, or will a transaction later in the day cancel one initiated earlier in the day.
 - o State if transactions may be limited if requested by the State at a later point during the contract period.
- State which methods can be used for processing transfers/exchanges.
 - o Balance realignment in percentages
 - o Percentage from/percentage to
 - o Dollar from/dollar to

26. Regarding **market timing**:

- Describe the experience your company has had with participants attempting to market time exchanges within their 457 plan.
 - o Describe what process your company uses to identify participants attempting to market time exchanges within their 457 plan.
- Describe what methods your company has used to discourage or eliminate this practice.
 - o State if your company can limit the number of exchanges a single participant can make in a given period of time.
 - o State if your company can collect participant transaction fees if required.
 - o Describe how you would propose to handle such fees.

27. Regarding **error corrections**:

- Describe how are errors are handled through your recordkeeping system for:
 - o Contributions
 - o Withdrawals/distributions (both over- and under- payments)
 - o Transfers
 - o Rollovers
 - o Loans

- Allocation of earnings
- Tax reporting
- Describe any error corrections that cannot be handled on the system.
- Describe your company’s procedures for correcting erroneous financial transactions. Confirm that if the erroneous transaction is due to your company’s error, you will make the participant whole at your company’s (and not the Plan’s) expense. Identify any time window within which your company must be notified of the erroneous transaction in order to make the participant whole.
- If your company imposes a time window for making participants whole, describe the reasoning for this policy, including when it was initially imposed, what problems occurred prior to imposing it, and participant and plan sponsor reactions since imposing it. Indicate how many clients for which you have made exceptions to this policy or who are not covered by this policy.
- Because of difficulties with payroll systems, rehires and other situations, it is likely that adjustments to contributions will be identified after contribution amounts have been transmitted to your company. Describe your requirement for receiving notification of contribution adjustments and your recommended process for adjusting contribution amounts. Describe to what extent your firm will determine the adjustment to earnings that will result. Describe how you will collect from the agency the adjusted earnings amount. Describe what activities you will require of the State in conducting this process. Describe any current client situations for which you currently provide this type of service. Identify how many business days after receipt of the adjustment data the recordkeeping system will be updated.

28. Regarding **plan level reporting**:

- Identify any reports that would need to be developed specifically for the NJSEDPCP.
- State if these reports will be available during the initial implementation period.
- Describe how frequently your organization provides a client service report on plan activity to the clients typically. Provide a sample copy of the report.
- Indicate which features your client service report contains by completing table number Q.28.1 in [Attachment 8](#) (Data Submission Form).
- Beyond the required reports outlined in the Scope of Work, list the additional reports you will provide by completing table number Q.28.2 in [Attachment 8](#) (Data Submission Form).
- State if ad-hoc reports can be designed, requested and provided to the plan sponsor via the Internet access. List the information available. Describe the most current data available to plan sponsors over the Internet.
- State how many days from request are ad hoc reports produced and delivered on-line.
- State how many days from request are ad hoc reports produced and delivered in hard copy.

29. Regarding **statement content**:

- Please indicate in the Service Provided column whether or not the specified services are part of your proposal by completing table number Q.29 in [Attachment 8](#) (Data Submission Form). Indicate “yes” or “no”. Use the Comments column to identify any qualifications on the availability of the services.
- Attach a copy of the participant statement you intend to prepare for the Plan.
- State what statement content may be selected or de-selected by the State.

30. Regarding **statement delivery**:

- Provide a sample timeline for development and issuance of quarterly statements, including milestone items such as drafting of statements and newsletter, State review, updating, finalization, incorporation of investment performance data, and mailing. Identify the parties assumed to complete each task (State, the contractor, investment managers, etc.).
- State within how many business days after quarter end you will issue participant statements. Indicate whether this differs from your standard turnaround.
- For the past four quarters, provide the average number of days required to issue quarterly statements for your firm's five largest (by number of participant accounts) daily recordkeeping clients.
- For your five largest clients, provide your firm's statement accuracy percentage; i.e., the percentage of statements that are not issued on the normal mail date because of an unresolved discrepancy. Confirm that you will agree to incorporate a minimum error percentage in your contract.
- State if statements can be reissued if requested by a participant and if so, for how long following initial production and how this would affect pricing.
- State if statements can be e-mailed rather than mailed and who makes this choice. Describe how this would affect pricing.
- If statements are posted on your website, state if the participant receives an e-mail notifying that they are available. Describe how this delivery method would affect pricing.

31. Regarding **distribution processing**:

- Discuss the processing cycle in preparing termination distribution requests. Start with the date a participant terminates and end with the receipt of a distribution.
- State how frequently you will provide participant distributions (i.e. weekly, bi-weekly, etc.) and if you place any limitations on frequency. State when periodic benefit payments would be made and whether or not participants can select their own distribution payment date.
- List and describe all of the payment options your firm can make available to plan members.
- For the annuity shopping service, give the actual and guaranteed purchase rates per \$1,000 for the following payment options on June 30, 2002, 2003, and 2004. Provide purchase rates for a member age 50, 55, 60, 62, and 65. For joint and survivor payment options assume that the spouse is the same age. Unisex rates are required.
 - o life only
 - o life and 10 years certain
 - o 50 percent joint and survivor
- For the annuity purchase rates listed above, list the commissions, if any, your firm receives. Note that your firm must fully disclose all commissions paid for annuities purchased under the plan.
- Are direct deposits available for:
 - o Installment distributions
 - o Lump Sum payments

32. Regarding **distribution support services**:

- Describe in detail the distribution counseling services that your representatives would be able to provide to members over the telephone. Counseling should, at a minimum, include reviewing the distribution options and their advantages and disadvantages, including tax impact.

- Provide samples of the written materials and applications that you would propose sending to members who have requested distribution information.
- Attach samples of the forms that your firm uses for election of form of payment.
- Describe how your representatives would be able to assist members in completing distribution applications.
 - Describe how you will communicate the different payment options (annuity and installment payments).
- State whether or not you image all distribution forms submitted by members and where and how long you will maintain member forms.
- If forms are returned incomplete, describe how members will be notified to provide the missing information.
- If a member calls to request a distribution prior to being reported as terminated by the payroll center, state what he will be told. Describe what alternative processes can be implemented.

33. Regarding **distribution compliance services**:

- Describe how you monitor the age 70-1/2 minimum distribution requirements. Describe how your system accommodates minimum distribution requirements for members who are still working.
- Terminating employees are frequently rehired at another agency. Describe how you will handle this situation and procedural safeguards that you would recommend to eliminate the possibility of duplicate accounts.
- Describe how the appropriate Internal Revenue Service information returns are produced for distributions and subsequent reporting thereof. Describe what controls are in place to ensure that both the Federal and, if applicable, State Tax Tables are updated in the system timely to reflect the most current tax tables. Describe what measures are taken to ensure that withholding tax calculations are correct. If a mid-year conversion will take place, describe how distributions made from the Plan under the State's administration will be treated (merged with your records to produce one set of information returns or separate returns for the periods before and after conversion).
- Describe your procedures for resolving un-cashed checks, including:
 - The maximum time period unredeemed funds remain in your disbursement account.
 - The frequency with which you reconcile outstanding checks.
 - At what point you will reestablish the member's account balance.
 - The steps you will take to locate members.
 - At what point will accounts be escheated.
 - To which state(s) funds will be escheated.
- Describe how you monitor §401(a)(9) required minimum distributions, including:
 - Identification of individuals.
 - Determination of the amount of the minimum required payment.
 - Payment within required deadlines.
- Describe how your organization processes distributions of excess contributions, including:
 - How your organization writes and sends a letter of explanation to the participant.
 - What, if any, the client's role is in processing these transactions.

34. Regarding **hardships, DROs, small accounts, rollovers/transfers and service credit purchase**:

- Indicate the procedures and timeline used to process an unforeseeable emergency application. Describe the assistance you will provide to the participant in completing the application and commenting on the adequacy of the application.
- Confirm that your company will approve unforeseeable emergency applications as described in the RFP and how you will assist the State, including making recommendations on whether an application should be approved or denied.
 - o Describe how you will assist participants in making an application.
 - o State how many 457 plans you provide this service for currently.
- Describe your Domestic Relations Order procedures, including interface with participants, the plan sponsor and outside parties. Indicate how you propose to interface with the State, which will qualify all orders.
- The State does not currently cash out participants who terminate with small account balances and the State is not considering such a cash-out at this time. However, please indicate whether you would suggest such a cash-out, and identify if this would have any impact on your Price Schedule.
- Describe your procedures for handling incoming rollovers.
- Describe what procedures you use to verify the source of the rollover.
- NJSEDCP allows 457 participants to transfer assets to purchase service credit (see the NJSEDCP web site http://www.state.nj.us/treasury/pensions/purchase_service.htm). After the State approves the application, describe how your firm will process the requested payment amount including the standard for payment in business days.
- Describe your experience with supporting the purchasing service credit, and identify any complexities you foresee, especially given the dual administrative system that will be in place with the NJSEDCP.

35. Regarding the **online system's capabilities**:

- Describe the arrangements under which your firm will provide the State on-line, inquiry-only access to NJSEDCP records.
- State if this access is available via the Internet or modem. Describe the computer hardware, telephone line, and modem capabilities that the accessing parties must have in order to be able to access a plan database.
- Describe the data that will be available to staff and provide copies of the data screens that staff will view. Indicate if you will apply or are capable of applying different restrictions to different accessing parties.
- State the retention periods for the various types of data. Describe your ability to load historical data to your system and make it available to the plan sponsor via the internet for reporting purposes. State at what point data is archived.
- Describe if the State will have access to imaged documents on-line.
- Describe your on-line/Internet system integration with the voice response system and member Internet access.

36. Regarding the **reporting, security and training**:

- Indicate what security precautions, administration and access control procedures your firm will require.

- Fully describe the reporting capabilities that your system provides to staff of the accessing parties through on-line access. Attach copies of these reports if they are not the standard reports previously identified.
- Indicate any restrictions that your firm will impose regarding the information and reporting that can be obtained or in terms of time of access to the system to generate desired reports.
- Describe the online systems manual that your firm will provide including the instructions on how to access and view such information and how to troubleshoot routine problems.
- Describe what type of training you will provide in the use of the system. State how frequently you will agree to conduct such sessions and where training be will conducted.
- Confirm that your firm will make available a representative who will assist staff of the accessing parties in correctly obtaining access to the database and generating reports. Describe the capabilities and qualifications of that individual and what steps your firm will take in order to ensure that the staff of the accessing parties can obtain resolution to problems on a timely basis.

37. **Regarding map funds:**

- Provide one investment option for each of the Map Funds by completing table number Q.37 in Attachment 8 (Data Submission Form).
- Provide a prospectus for every Map Fund proposed.
- Bidder may not propose any fund in the Putnam Family of Funds. Any bidder that proposes a fund from the Putnam Family of Funds shall be deemed non-responsive to the bid submission requirements.

38. **Regarding the stable value map fund**

- Provide a prospectus for the Stable Value Fund
- Indicate the product type
- Bidder may not propose any fund in the Putnam Family of Funds. Any bidder that proposes a fund from the Putnam Family of Funds shall be deemed non-responsive to the bid submission requirements.
- Indicate the current interest rate being credited on current deposits.
Rate: As of what date:
- As of the end of the most recent calendar quarter, and year-to-date, indicate is the contractually guaranteed minimum long-term interest rate, if applicable.
Rate: Date:
- Indicate how long the interest rate will remain in force.
- As of the end of the most recent calendar quarter, and year-to-date, indicate the current interest rate credited on current deposits.
Rate: Date:
- Indicate what you are currently crediting on deposits made in the year ending December 31 by completing table number Q.38.1 in Attachment 8 (Data Submission Form).
- Assuming two hypothetical series of contributions to your guaranteed stable value fund of \$100 per month beginning 9/30/1994 and 9/30/1999, respectively; show the balance in each account as of 9/30/2004. In addition, show mathematical formula and calculations.

- Describe the method of crediting interest (e.g.: portfolio or blended rate, daily valued).
- Describe the liquidity of the stable value fund with regard to employer-directed transfers, withdrawals or contract termination, including the period of time over which the fixed account could be liquidated. Describe any employer-directed restrictions or limitations (including any market value adjustment) which would apply.
- Describe the liquidity of the stable value fund with regard to employee-directed transfers.
- In the event a participant withdraws funds from your company's proposed product, describe restrictions or limitations (including any market value adjustment) which would apply. Indicate specifically if the limitation or restriction is based on years of participation or contribution years (rolling charge).
- In the event this product is chosen, and in a future year the employer elects to stop prospective contributions and direct them to another product, state if such action would impose any restrictions or limitations not explained above.
- For GIC, separate account or similar products, provide the average credit quality of the portfolio and percentage in each investment grade as categorized by S&P and Moody's. Also provide the portfolio's average maturity and duration as of December 31 for each of the last five years.
- For GIC, separate account or similar products: Indicate if the fund is structured as a pooled fund. Indicate if the fund is structured as an individually designed fund. Describe any minimum deposit requirements.
- Please indicate the expense ratio and disclose all expenses to be assessed with regard to the fund. Indicate if the expense ratio is negotiable.
- Describe the investments underlying the stable value fund and provide the asset allocation by completing table number Q.38.2 in [Attachment 8](#) (Data Submission Form).

39. **Regarding the lifecycle funds:**

- Provide a description of and identify the underlying investments that the lifecycle funds invest in, and identify if any of the underlying investments are managed by your company or a related organization by completing table number Q.39 in [Attachment 8](#) (Data Submission Form).
- Provide a prospectus for every lifecycle fund.
- Bidder may not propose any fund in the Putnam Family of Funds. Any bidder that proposes a fund from the Putnam Family of Funds shall be deemed non-responsive to the bid submission requirements.
-

40. **Regarding the investment array services:**

- Regarding all funds proposed, describe what steps your firm would propose to label or brand investment options with the Plan's identity (such as "NJSEDCP stable value fund"). Identify any issues you foresee with this and proposed solutions. If fees for your services would be reduced based on using or not using generic branding for the investment options, clearly describe the implication.
- Provide a prospectus for every fund.
- Bidder may not propose any fund in the Putnam Family of Funds. Any bidder that proposes a fund from the Putnam Family of Funds shall be deemed non-responsive to the bid submission requirements.

- Describe access to alliance investments and funds outside of your alliances. Indicate if the State should select a fund that is not currently or is later deleted from your alliance, what would be the implications for the Plan. Identify any limitations you would impose regarding investment options, such as revenue-sharing requirements or proprietary fund requirements.
- Provide a complete list of the funds in your alliance including fund name, type, share class and ticker symbol. Include expense and fee information on each fund. For each of the Morningstar star ratings, indicate how what percentages of your alliance funds are rated under each. This information may be provided in Excel, if desired.
- Propose a fund array that you would suggest the Board consider beyond the Map Funds. Describe how these particular arrays would benefit plan participants. Identify any additional investment types/categories that you feel the NJSEDCP should offer to participants and describe why you feel the type of investment should be made available.
- For each of the other funds you listed as your recommended choice, supply the requested information by completing table number Q.40 in [Attachment 8](#) (Data Submission Form).

41. Regarding **the trustee/custodial services**:

- State if all of your custody/directed trustee services are handled internally and who provides these services. Describe the custody/trustee services you propose.
- If your organization is not a custodian/trustee, state whether or not your organization has a single custody/trust relationship.
- Identify the asset level currently in custody/trust with the proposed custodian/trustee. Please provide the amount in your response to this question (do not reference an attached annual report or other documents as a response).
- State how many years your trust/custodial services have been provided to defined contribution plans by the trustee/custodian. State how many years for government-defined contribution plans.
- Identify all clients lost during the past three calendar years with assets exceeding \$50,000,000.
- Describe your process for calculating daily NAVs for mutual funds, separate accounts, commingled pools and stock funds. Include any timing requirements to and from fund managers. Describe fund manager responsibilities.

42. Regarding **coordination with State staff**:

- Given the dual administrative structure, describe the areas of coordination that you feel will be important to deliver seamless participant services. For instance, state if you would suggest a specific administrative and customer service approach for a retiring participant who also has a frozen account balance. Describe what other functions you feel will be important to coordinate. Describe what steps could be taken to make the dual administrative structure as seamless as possible for participants.
- Currently there are 1 million+ documents stored in the State's Filenet imaging system. These include authorization forms initiated by participants, correspondence, financial data and other related documents. State whether or not you maintain an imaging system.
 - o If so, identify the platform and its capabilities that will be used.
 - o Describe the specific steps you will perform to provide your own in-house access to the State's imaged document.
 - o Describe what imaging resources you would expect the State to provide and for how long.
 - o Describe your policy regarding retention of participant forms.

43. Regarding **legal support and plan compliance services**:

- Indicate if your organization has separate dedicated legal staff for defined contribution activities. Identify the number of Full Time Employees (FTE's) that are dedicated to defined contribution plans. If none are dedicated to defined contribution plans, identify the other services they provide.
- Describe the type of legal support, including plan document preparation services, provided in your proposal and any fees that would apply to those services. List fees, if any, both here and in the Price Schedule section.
- Identify the types of legal support that are not included in your proposal.
- Indicate what fiduciary responsibility your organization assumes. Describe how does your firm defines fiduciary responsibility. Be specific.
- Describe how you will ensure the plan remains in compliance with State and federal regulatory and legislative changes.
- Describe how you ensure that the recordkeeping system is in compliance with all regulations.

44. Regarding **payroll and personnel support services**::

- For the representative providing payroll and personnel office support, indicate if this individual's sole responsibility will be to support the State or will they have other responsibilities and/or service other clients. Indicate if this individual will participate in the training that occurs during the implementation.
- Describe how you will track who the contacts are at each payroll and personnel office and what requests/calls each has made.
- Describe the timing for responding to payroll and personnel office inquiries.
- Describe how outstanding issues will be resolved.
- Describe what mechanism will be implemented to identify pending requests/issues and the length of time they are outstanding. Describe how will you monitor and report this information to the NJSEDCP staff.

4.4.2.3 **IMPLEMENTATION RESPONSIBILITIES UPON TERMINATION**

Provide a complete description of the services the bidder proposes in the bidder's Management Overview.

4.4.2.4 **ADMINISTRATIVE SERVICES**

Provide a complete description of the services the bidder proposes in the bidder's Management Overview.

4.4.2.5 **CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.6 **MOBILIZATION AND IMPLEMENTATION PLAN**

See Section 4.4.2.2, Contract Management, Questions 1 & 2.

4.4.2.7 POTENTIAL PROBLEMS

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

4.4.2.8 POTENTIAL CONTRACT MODIFICATIONS

It is possible that over the time of this contract that the NJSEDCP may request that the awarded contractor perform work that is not specified in the Scope of Work. Bidders are requested to set forth in the bid proposal how the following potential modifications to the contract would be accommodated. However, the bidders must be fully prepared to perform all work in the Scope Work as specified and as bid on the price schedule as if none of the potential contract modifications noted below are instituted. See [Section 3.17](#).

- The Plan does not currently use a paperless process for enrollments, distributions, or other transaction types; however, the State is interested in working with the Contractor to explore the application of online enrollment. Although this question requests the contractor's capabilities regarding paperless enrollments and processing, contractors shall accept paper forms to process all transactions. Indicate any price implications if the Plan accepted on-line enrollment. Describe the parameters you have assumed and the impact if not all agencies participate.
- The NJSEDCP is interested in the web-based payroll capabilities that contractors can provide. The RFP requires that the Contractor is able to receive data via electronic data transmission, paper report, and/or diskette and process the participant contribution detail provided, including negative contributions and adjustments, using each participant's current investment allocation election. Describe additional web based payroll capabilities that the bidder could provide and provide any additional cost that would be entailed to institute such additional capabilities.
- Indicate the price implications (and provide full pricing details) if, at some time in the three years after the contract effective date, the State transfers all plan member level recordkeeping for the four internally managed investment products remaining in the State-operated 457(b) plan accounts to the contractor to manage.
- Indicate the price implications (and provide full pricing details) if, at some time in the three years after the contract effective date, the State transferred 100% of plan assets remaining in the State-operated 457(b) plan accounts to the contractor.
- Indicate whether your price proposal would be favorably impacted if the State offered to increase the active management of the contract after the cutover date from three (3) years to five (5) years. Note that all standard State contractual terms and conditions would still apply.
- The fees proposed by bidders may only be asset-based charges as described above. However, bidders shall indicate in the bid proposal if the bidder would provide fee reductions if certain asset breakpoints are reached. Those asset break points are \$500 million, \$750 million, \$1 billion, and \$1.25 billion or more. These fee estimates shall not be considered as part of the price evaluation but as part of the technical evaluation. In addition, bidders may propose alternative cost proposal structures (e.g., a per-participant instead of an asset-based Additional Administrative Fee) or lower cost investment options. Full details on these alternatives should be provided.
- Indicate and describe any price implications if the Plan required your firm to provide services for more than 20 investment options.
- All costs for trustee/custodial services for various potential investment option lineups must be included in the Price Schedules ([Attachment 6](#)). Bidders should indicate if any changes in the factors associated with trustee/custodial services would increase or decrease the fees proposed by the bidder.
- Bidders are asked to discuss and provide the price implications if the Board added a loan feature to the Plan.
- The bidder should indicate if there are any price implications, if upon termination of employment, small accounts (e.g. under \$5,000) were automatically cashed out.
- The bidder should indicate if there are any price implications, if the number of hours that the local service office needed to be staffed was reduced.

- The bidder should indicate if there are any price implications for different educational staffing plans from the one formally proposed and included within the Price Schedule.
- The bidder should indicate if there are costs associated with providing Plan-specific legal assistance, including plan document drafting and amendment.
- The bidder should indicate if there are costs associated with adding a brokerage window to the Plan. Provide a description of the window option you would propose.
- The bidder should indicate if there are any potential legislative or other changes (e.g. deemed IRAs, collection of short term redemption prices, etc.) that would affect your proposed services and the cost implications of each.
- The bidder should provide any supplemental price information that is relevant to its proposal and that the Board should be aware of in making a decision regarding the firm's proposal.
- If you would like to make an alternative proposal that provides a different approach from services as outlined in this RFP, fully describe the service alternative and the price impact. Indicate why you believe the alternative service proposal would be advantageous, but be sure to provide a proposal to provide services as requested.
- Confirm that your alternative proposal specified above includes providing the annual administrative funding payments to the State as identified in the Scope of Services.
- Identify one-time, implementation costs that you expect to incur. Categories for these activities may include custom programming, record setup, setup of interfaces with the State, the custodian and/or investment providers, design and development of forms, plan documentation, and/or supplemental education materials. Once you have detailed the implementation costs, describe how you propose to amortize these costs. If the contract is terminated prior to the end of the initial three-year contract period for any reason, other than for cause, indicate any amounts that, at the end of each year, will remain unpaid and specify the contract termination terms you would require. The amount of these implementation costs should be expressed in a flat dollar amount and must be fully amortized by the end of the third year of the initial contract term.

	Amount, if applicable
Total amount of implementation costs	
Amount remaining at the end of contract year one	
Amount remaining at the end of contract year two	
Amount remaining at the end of contract year three	\$0

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

The bidder shall include the location of the bidder's office that shall be responsible for managing the contract. The bidder should include the telephone number, e-mail address and name of the individual to who will be managing the contract.

In addition to the local service office, identify the number of geographic backup locations that provide redundant processing by completing table number 4.4.3.1 in [Attachment 8](#) (Data Submission Form). The information provided must include both primary and redundant (or backup) support.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual and identify the number of FTEs that would be dedicated only to this plan.

4.4.3.3 RESUMES

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.3.4 BACKUP STAFF

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

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

4.4.3.5 STAFFING INFORMATION

The bidder shall demonstrate the quality of its organizational staff by providing the following information:

1. Indicate by month, the total number of staff turnover for the last twelve months.
 - Indicate the number of Full Time Employees (FTE's)
 - Indicate the percentage of turnover
2. State the average tenure (in years) of the positions indicated in table number 4.4.3.5 #2 in [Attachment 8](#) (Data Submission Form) within your organization.
3. State the percentage of BSRs that leave their job; but, stay within your organization.
4. Regarding **service implementation**, provide the following information:
 - Identify the expected members by name if they have been identified. Identify which implementation team members will be 100% dedicated to the implementation. If any of the team members will not be working exclusively on this implementation, state how many additional plan implementations they will be working on.
 - Clearly identify management, supervisory or other key staff that shall be assigned only during the implementation period and the bidder's plan for recruitment of staff required to provide all services required by the RFP as well as a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that shall be required to fully implement the contract on the required start date.

- State if you currently have adequate staffing internally to staff for the NJSEDCP implementation. If you expect to use existing staff, describe how you will be able to handle the implementation. To the extent you do not, describe how staff will be added.
5. Regarding **staff training**, provide the following information:
- Identify the hours of training provided to staff initially and on-going by completing table number 4.4.3.5 #5a in [Attachment 8](#) (Data Submission Form).
 - State if you have a continuing education plan in place for your personnel to stay current with changes in the law and investments. Please describe in detail.
 - Describe how your personnel will be trained on the specifics of the NJSEDCP. Please provide a sample table of contents of any training manual that you would propose to use.
 - Describe what minimum licensing, degrees, or training is required to hold the positions indicated in table number 4.4.3.5 #5b in [Attachment 8](#) (Data Submission Form). Indicate “Y” or “N” for each requirement needed.
6. Regarding **staff adequacy**, provide the following information:
- State if you currently have adequate staffing to staff for the services that will be provided to the State. If not, state how much staff will be added.
 - State the caseload for the relationship manager responsible for this plan, as measured by number of plans. Indicate if this is the same person responsible for recordkeeping services.
 - For the indicated functions performed for the NJSEDCP, identify which are handled by a dedicated team and which are handled by the functional group by completing table number 4.4.3.5 #6 in [Attachment 8](#) (Data Submission Form). Indicate “yes” or “no” for the recordkeeping tasks.
7. Regarding **staff compensation**, provide the following information:
- Indicate which, if any, types of employees receive increased compensation (such as commissions, bonuses or incentive compensation) if the dollar amount deferred to the plan increases or if participants, as a group, make certain investment elections or similar decisions.
 - If any of your employees are eligible to receive increased compensation based on performance, describe these compensation arrangements and the maximum percentage of each type of employee’s total pay expected to be provided.
 - Confirm that no employee compensation will be increased or decreased based on the amount of assets transferred from frozen accounts to your company.

4.4.3.6 ORGANIZATION CHART (ENTIRE FIRM)

The bidder must include an organization chart showing the bidder’s entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder’s overall organizational structure and address the following items:

1. Provide a short description of your organization, the businesses in which it engages and the services it provides.
2. Describe any pending agreements to merge or sell your company or any portion thereof. If you can provide this information and it is confidential, please clearly so indicate.
3. Describe any pending or anticipated plans to reorganize your company within itself or as part of the larger organization of which your company is a part. Also describe any reorganizations that have occurred in the last three years.

4. Indicate if your company has undergone any change in senior management in the last five years. Describe the change in detail.
5. Provide a written copy of your organization's strategic plan. If you cannot provide the strategic plan, please provide a synopsis or summary of your organization's strategic plan, including the following:
 - level of commitment management has to building market presence,
 - enhancing current products,
 - developing new products,
 - plan for controlling growth of the defined contribution business, and
 - plan for controlling the growth of administration beyond the defined contribution business.
6. Provide your sums for spending on the recordkeeping business in relation to your organization's total spending companywide by completing table number 4.4.3.5 #6 in [Attachment 8](#) (Data Submission Form). If you cannot provide actual figures please provide the ratio of recordkeeping spending to total company spending within the given time frames. You do not need to provide ratio figures if you can provide total expenditures for the years listed.
7. Regarding **negative actions**:
 - Indicate if your company has been involved in investigations within the last five years by any federal or state regulators and provide complete details.
 - Identify and describe any past, pending or threatened judicial or administrative litigation against you or in which you are litigating against someone else, within the past five years, related to services you are proposing.
 - Indicate if your company has been cited or threatened with citation within the last five years by federal or any state regulators for violations of any federal or state laws or regulations and please describe fully.
 - Indicate if your company has had a contract terminated by a client for cause within the last five years and indicate by whom and under what circumstances.
8. Regarding **quality control**:
 - Describe fully what quality control systems you have in place that ensures your activities meet your internal quality standards.
 - Describe the quality improvement system you have in place to ensure that your activities are continually improved to reflect industry best practices.
 - Describe any survey or review mechanisms that your company has in place to ensure that the representatives conducting individual and group meetings are doing so in a professional manner. How do you address unsatisfactory performance?
 - Regarding implementation services:
 - o Describe how you monitor the effectiveness and quality of your implementation process and team.
 - o Describe the most recent improvement your company has made to the transition process and the reason for the update. Indicate if the results have been as expected.
 - The State shall approve any key personnel and all subcontractors. Fully describe any limitations and your suggested approach for addressing a situation where your employee is not providing satisfactory service, in the opinion of the State.
 - Identify any potential conflict of interest, or appearance of a conflict of interest that your company would have in providing the services requested. Identify if your company is related in any way to the company managing the investment options proposed. Describe how you will handle this and why it will not detrimentally impact the NJSEDCP.

4.4.3.7 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder must demonstrate its experience in providing services on other contracts of similar size and scope, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP and provide at a minimum the detailed information requested below.

1. Give the number of years of experience your company has in providing administrative services for Section 457(b) plans.
2. List the three largest governmental 457(b) plans you administer. Identify the plan name, plan type, assets and total participants for each.
3. Identify the number of defined contribution plans you currently administer with the indicated number of participants by completing table number 4.4.3.6 #3 in [Attachment 8](#) (Data Submission Form).
4. Identify the number of defined contribution plans you currently administer with the indicated assets by completing table number 4.4.3.6 #4 in [Attachment 8](#) (Data Submission Form).
5. Provide the total number of participant accounts you administer on your recordkeeping system.
6. Indicate how many Defined Contribution plan clients and participants you have gained and lost in the last three (3) years for clients above and below \$250 million in assets by completing table number 4.4.3.6 #6 in [Attachment 8](#) (Data Submission Form).
7. List the three (3) defined contribution plans with over \$250 million in assets which most recently retained your company's services by completing table number 4.4.3.6 #7 in [Attachment 8](#) (Data Submission Form). Include the plan type, approximate number of participants, total plan assets and the month and year your company was retained. Indicate which plans involve recordkeeping for unbundled investments separately selected by the Plan, or bundled services with investments.
8. Provide as references three (3) defined contribution plans administered by your company for at least three (3) years you consider most similar to that of the NJSEDCP by completing table number 4.4.3.6 #8 in [Attachment 8](#) (Data Submission Form). Governmental plan clients are preferred but not required. Provide a contact name, address, and phone number so that the State may contact these references. Include the approximate number of participants, total plan assets, and a brief description of services provided and why they are similar to those requested by the State.
9. The services requested for the NJSEDCP are somewhat unique because of the dual administrative and investment structure caused by the frozen accounts. Identify and describe any defined contribution clients that you have worked with in similar environments. Describe the size of the client, the type of plan, what unusual challenges you encountered, and how they were resolved.
10. List the three (3) governmental defined contribution plans over \$250 million that most recently terminated (or did not renew) your services by completing table number 4.4.3.6 #10 in [Attachment 8](#) (Data Submission Form). Governmental plan clients are preferred but not required. Provide a contact name, address, and phone number so that the State may contact these plans. Include the approximate number of participants, total plan assets, and a brief description of services provided.
11. List how many implementations your company conducted during the past three (3) years involving the indicated number of participants (not accounts) by completing table number 4.4.3.6 #11 in [Attachment 8](#) (Data Submission Form)

4.4.3.8 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall:

- Submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement.
- Submit a bank reference
- Address the following items:
 1. Describe your errors and omissions coverage. Note the minimum coverage requirement in [Section 5.28](#). Describe the various types of insurance coverage and indemnification provided to protect clients, including for each insurance type: risks covered, carriers, levels, limits, and deductibles by completing table number 4.4.3.7 in [Attachment 8](#) (Data Submission Form).
 2. Indicate if your company has ever filed or been petitioned into bankruptcy or insolvency or has your company ever made any assignment for the benefit of creditors and provide complete details.

4.4.3.9 SUBCONTRACTOR(S)

- A. **All bidders** shall complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** shall also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder shall make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder shall provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 SECTION 4 - PRICE PROPOSAL

The price schedule is attached to this RFP as [Attachment 6](#).

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

The bidder shall propose one MAP fund in each Map Fund Category.

The bidder shall propose an array of funds including risk-based or target date asset allocation funds (lifecycle or lifestyle funds). These lifecycle or lifestyle funds may be composed of index funds.

Bidders shall propose one actively managed fund in each of the remaining investment categories listed on the price schedule. No more than one actively managed fund per investment category may be proposed. Bidders may in any investment category also propose a passively managed fund. Only one passively managed fund may be proposed per investment category.

All fees must include the fees of the contractor and the fees of the underlying funds combined. The price proposal must include:

- Fund Name
- Fund Symbol
- Investment Management Fee – A fixed fee that a mutual fund manager charges investors for its services and work with the fund.
- 12b-1 Fee – These are fees designated for promotions, sales, or any other activity connected with the distribution of the fund's shares.
- Other Fund Expenses – This is only expenses deducted directly from the fund return; it shall not include additional administrative fees which are to be included under Additional Expenses. For example, Mortality and Expense or similar fees should be provided in this column.
- Total Expense Ratio – Which will be the sum of the Investment Management Fee, 12-1b Fee, and the Other Expenses
- Additional Expenses – Provide any additional on-going fees and charges not included in the Total Expense Ratio. This is only for plan administrative expenses. These asset-based charges are to be those netted or deducted after the crediting of investment returns to participant accounts. It shall not include fees deducted directly from the fund return which are to be included under Investment Management Fee, 12b-1 Fee or Other Fund Expenses. It shall not include redemption fees or similar fees transaction based fees. These fees may only be asset-based charges. No per-participant fees, transaction-based charges, or other fees that would be charged against assets or participant account balances are acceptable. Total Asset Based Fee – Which will be the sum of the Investment Management Fee, 12-1b Fee, Other Fund Expenses and Additional Expenses
- Expected Assets in Fund – The average expected assets that the contractor will manage over the 3-year contract.
- Total Fee – Which will be the product of the Total Asset Based Fee multiplied by the Expected Assets in Fund

Description of Additional Fees/Redemption Fees

At the end of the Price Schedule, after the total bid price page, this RFP requires bidders to describe any additional or administrative fees that are not included in the Additional Expense column on the Price Schedule. This section also requires bidders to identify any redemption fee associated with each fund. This information is a required submission; however, the intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation. These fees must include the fees of the contractor and the fees of the underlying funds combined.

Price Reductions for Increased Assets Under Management

Bidders shall indicate in the bid proposal price reductions associated with increased assets under management assuming the following asset levels: \$500 million, \$750 million, \$1 billion and 1.25 billion or more. Such reduced prices shall take effect should the aggregate of all funds held under the contractor's management be reached during the term of the contract. The intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

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

5.2 STATE CONTRACT MANAGER

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

The State Contract Manager for this project shall be identified at the time of execution of contract. At that time, the contractor shall be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

5.3 PERFORMANCE BOND

Not applicable to this procurement.

5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the 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.

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) and one half years with the option to renew for three (3) additional one (1) year periods. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.6 CONTRACT IMPLEMENTATION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely implementation to the replacement contractor. Such implementation period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor shall be reimbursed for services during the implementation period at the rate in effect when the implementation period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

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

5.9 CONTRACTOR RESPONSIBILITIES

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

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

5.10 SUBSTITUTION OF STAFF

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

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

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

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede [Section 3.11](#) of the Standard Terms and Conditions of this RFP.

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

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

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

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

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

5.12 OWNERSHIP OF MATERIAL

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

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

5.13 DATA CONFIDENTIALITY

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

5.14 NEWS RELEASES

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

5.15 ADVERTISING

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

5.16 LICENSES AND PERMITS

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

5.17 CLAIMS AND REMEDIES

5.17.1 CLAIMS

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

5.17.2 REMEDIES

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

5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

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

5.18 LATE DELIVERY

The contractor shall immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification shall also be provided to the Director at the address below:

The State of New Jersey

Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.19 RETAINAGE

Not applicable to this procurement.

5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.21 SUSPENSION OF WORK

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

5.22 CHANGE IN LAW

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

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 *et seq.*) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase shall be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor shall substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases shall be approved by the Director.

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

All payment to the contractor shall be through asset-based fees as bid on the price schedule. There shall be no payments made to the contractor by the NJSEDCP. There shall be no payments to the contractor during the transition period by the NJSEDCP. The contractor will not receive any compensation for work performed during the transition period. In the performance of this contract there shall be no compensation to the contractor other than that specified in the price schedule

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.26 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as 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 \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

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.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED 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 this Order, (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 of 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 EO 134; (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 EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in [Attachment 5](#) attached hereto, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined above as a Business Entity. Failure to submit the Certification(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’s request. The form will be sent to the intended awardee with the Notice of Intent to award a contract.

c) Further, the Contractor shall, on a continuing basis, report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. The continuing disclosure of Political Contributions Form will be sent to the intended awardee with the contract.

5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that

any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

5.28 MODIFICATIONS AND CHANGES TO THE STANDARD TERMS AND CONDITIONS

Appendix 1 in this RFP is the State of New Jersey Standard Term and Conditions. The terms and conditions are modified as follows:

5.28.1 LIABILITY - COPYRIGHT

Section 2.1 of Appendix 1, the New Jersey Standard Terms and Conditions, is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.28.2 INDEMNIFICATION

Section 2.2 of Appendix 1, the New Jersey Standard Terms and Conditions, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 400% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

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

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

5.28.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of Appendix 1, the State of New Jersey Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance. Add the following to Section 2.3 of Appendix 1

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation shall be considered an impermissible supplementation of the bidder's bid proposal.

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

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

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer shall be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP

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

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

6.3.2 PRICE PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 6](#).

6.3.3 BID DISCREPANCIES

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

6.3.4 POTENTIAL CONTRACT MODIFICATIONS

Bidders shall be evaluated on the ability to perform the work as specified in the scope of work. The responses bidders provide to the potential contract modifications noted in Section 4.4.2.8 may be a factor in contract award if there is a very small separation in the technical and price ranking between two bidders being considered for contract award.

6.4 BEST AND FINAL OFFER

The State reserves the right to seek a Best and Final Offer (BAFO) from any bidder(s), pursuant to the process set forth below, after the bid opening.

After an initial bid proposal evaluation, the State may request a BAFO from one or more bidders. In response to the State's request, bidders, who we asked to submit a BAFO may submit a revised price proposal that is equal to or lower than their original its original submission. Any revised price proposal that is higher than the original will be rejected as non-responsive and the original bid will be used for evaluation purposes.

After receipt of the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contact, records of initial evaluations, any correspondence with bidders related to any request for a BAFO, any revised price proposal, the Evaluation Committee Report and the Award Recommendation will remain confidential until a Notice of Intent to Award a contract is issued.

6.5 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, shall be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

6.6 PRECONDITIONS FOR CONTRACT AWARD

As a precondition for contract award, the notified awardee shall submit:

1. Disclosure of Political Contributions as specified in Section 5.27.3. The form will be sent to the intended awardee with the Notice of Intent to award a contract.
2. An insurance certificate for the insurance specified in section 2.3 of the Standard Terms and Conditions in [Appendix 1](#), as modified by Section 5.28.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

TO BE SUBMITTED WITH BID PROPOSAL.

ATTACHMENTS

Cover Sheet (page 3 of the RFP)

1. Ownership Disclosure Form
2. MacBride Principles Form
3. Affirmative Action Supplement Forms
4. Subcontractor Set Aside Forms
5. Executive Order 134 Certification
6. Price Schedule
7. Reciprocity Form (Optional Submittal)
8. Data Submission Form
9. New Jersey Business Registration Certification
10. Technical Proposal Specified in Sections 4.4.2 through 4.4.2.8
11. Organizational Support and Experience Proposal as Specified in Sections 4.4.3 through 4.4.3.9

APPENDICES

1. New Jersey Standard Terms and Conditions
2. Set-Off for State Tax Notice
3. NJSEDCP Employer Groups
4. Number Of Participants By NJSEDCP Employer Group
5. Financial Information
6. NJSEDCP File Layout & Maps
7. Filenet Image Samples
8. Total Eligible Employees By Geographic Region
9. Reports
10. Intentionally Deleted
11. Payroll Office Data Exchange Protocol
12. Written Materials Distributed
13. IVR Scripts and Statistics

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in 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, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge 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 answers or information contained herein.** I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____ (Signature)
 Address: _____ (Name)
 _____ PRINT OR TYPE: _____ (Title)
 _____ PRINT OR TYPE: _____
 FEIN/SSN#: _____
 Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title Name (Type or Print)

Name of Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR SHALL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE SHALL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS SHALL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, SHALL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT SHALL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE 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 AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION 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 MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or shall not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of 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 predominant 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 predominant 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 City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - 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.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have 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 peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Samoa.

Item 13 - 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 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

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. OF 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. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. 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 categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. 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)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder shall include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders shall complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form shall be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract shall also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract shall include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Note that a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets may preclude award of a contract to the bidder.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM SHALL BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM SHALL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I shall engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS SHALL ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I shall submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I shall make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I shall attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form shall be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: _____ _____ _____	• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State shall rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 – EXECUTIVE ORDER 134 CERTIFICATION
Effective October 15, 2004
Executive Order 134 Certification

Bidder: _____ **Solicitation Number:** _____

For the purpose of this Certification:

“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. A separate certification is required for each person or organization defined above as a Business Entity.

“Contribution” – means a Contribution reportable by the recipient under the “New Jersey Campaign Contributions and Expenditures Reporting Act,” P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Currently, Contributions in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws.

As of January 1, 2005, that threshold will be reduced to Contributions in excess of \$300.

I hereby certify as follows:

1. Commencing on and after October 15, 2004, the below named person, company or organization has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the terms of Executive Order 134, signed by Governor James E. McGreevey on September 22, 2004 (hereafter “E.O. 134”).

a) Within the 18 months (from October 15, 2004) immediately preceding the Solicitation, the Business Entity has not made a Contribution to:

- (i) Any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; or
- (ii) Any State or county political party committee

Rev:10/22/20

DPP134-POFW

b. Effective October 15, 2004, during the term of office of the current Governor, the Business Entity has not made a Contribution to

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) Effective October 15, 2004, within the 18 months immediately preceding the last day of the term of office of the Governor, the Business Entity has not made a Contribution to

- (i) Any candidate committee and/or election fund of the Governor; or
- (ii) Any State or County political party committee of the political party nominating such Governor in the last gubernatorial election preceding the election. In the event such a Contribution has been made, the Business Entity will be barred from receiving the award of a contract throughout the remaining term of the current Governor and the full term of the next Governor.

- 2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.
- 3. This certification is submitted to the Division of Purchase and Property (the "Division") in order to induce the Division to accept the Bidder's bid proposal, with knowledge that the Division is relying on the truth of the statements contained herein, and that compliance with EO 134 is a material term of any contract awarded pursuant to the solicitation for this bid proposal.

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.

Company or Organization: _____

By: _____ Date: _____

Print Name: _____

Title: _____

Relationship to Contractor (check one):

- | | |
|---|--|
| <input type="checkbox"/> Officer or other authorized representative | <input type="checkbox"/> Principal |
| <input type="checkbox"/> Political Organization | <input type="checkbox"/> Spouse or child |
| <input type="checkbox"/> Subsidiary | |

Bidder Name: _____

05-X-37403

ATTACHMENT 6 - PRICE SCHEDULE
Deferred Compensation Plan Services

For bidding and bid evaluation purposes only, this RFP specifies assets in each fund type and those amounts are shown on the price schedule. The assets were calculated based on the current annual participant deposits in the Plan multiplied by three (3) (for the 3 years of the contract) and divided by two (2). The resulting number is the average expected assets that the contractor will manage over 3 years. The RFP divides those assets among the various funds. Bidders shall supply their fees as a percentage of those assets and calculate a total fee in dollars. Payment to the contractor shall be based on the actual assets as allocated by participants over the term of the contract. Fees shall include fees of the contractor and fees of the underlying funds combined.

Total Asset Calculation: (\$129 million per year) x (3) = \$387 million. (\$387 Million) / (2) = \$194 million = minimum average expected assets.

All calculated asset totals shall be rounded to the hundredth of a million dollars. (i.e. \$12.34 million). Fees shall be calculated and rounded to the nearest dollar. (i.e. \$12,345 dollars).

Map Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Stable Value Map Fund</u>								\$39	\$
<u>Bond Map Fund</u>								\$19.4	\$
<u>Equity Map Fund</u>								\$58.2	\$
<u>Small Capitalization Map Fund</u>								\$19.4	\$

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Life Style Funds

Lifestyle Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
								\$	\$
								\$	\$
								\$	\$
								\$	\$
								\$	\$
								\$	\$
Total Expected Assets and Total Fee for Lifestyle Funds								\$14.6	\$

Note: The bidder must equally divide the total assets by the number of lifestyle funds offered to create the asset amount upon which total fees will be calculated. For example, if the bidder is proposing 3 lifestyle funds, the bidder must divide the total assets allocated to lifestyle funds of \$14.6 million by three (3), calculated to the nearest one hundredth of a million dollars. The result of \$4.87 million is the asset base for each fund upon which the bidder will calculate a total fee.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Small Capitalization Growth Equity Fund

Small Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Small Capitalization Growth Equity Funds								\$3.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Fund. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Small Capitalization Value Equity Fund

Small Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Small Capitalization Value Equity Funds								\$3.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Mid Capitalization Growth Equity Fund

Mid Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Mid Capitalization Growth Equity Funds								\$1.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Mid Capitalization Core Equity Fund

Mid Capitalization Core Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Mid Capitalization Core Equity Funds								\$1.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Mid Capitalization Value Fund

Mid Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Mid Capitalization Value Equity Funds								\$1.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Large Capitalization Growth Equity Fund

Large Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Large Capitalization Growth Equity Funds								\$11.2	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Fund. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Large Capitalization Value Equity Fund

Large Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Large Capitalization Value Equity Funds								\$11.2	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Socially Responsible Fund

Socially Responsible Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for Socially Responsible Funds								\$1.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Fund. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

International Equity Fund

International Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Expected Assets and Total Fee for International Equity Funds								\$3.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Funds. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Real Estate Investment Trust Fund

Real Estate Investment Trust Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5	(7) Expected Assets in Fund (millions)	(8) Total Fee 6x7
<u>Actively Managed</u>								\$	\$
<u>Passively Managed</u>								\$	\$
Total Assets and Total Fees for Real Estate Investment Trust Funds								\$1.9	\$

Note: The expected assets shall be calculated in the same manner as described under the Lifestyle Fund. The bidder must propose only one actively managed fund and may propose only one passively managed fund.

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Total Bid Price

Stable Value Map Fund Total Fee	\$
Bond Map Fund Total Fee	\$
Equity Map Fund Total Fee	\$
Small Capitalization Map Fund Total Fee	\$
Lifestyle Funds Total Fee	\$
Small Capitalization Growth Equity Funds Total Fee	\$
Small Capitalization Value Equity Funds Total Fee	\$
Mid Capitalization Growth Equity Funds Total Fee	\$
Mid Capitalization Core Equity Funds Total Fee	\$
Mid Capitalization Value Equity Funds Total Fee	\$
Large Capitalization Growth Equity Funds Total Fee	\$
Large Capitalization Value Equity Funds Total Fee	\$
Socially Responsible Funds Total Fee	\$
International Equity Funds Total Fee	\$
Real Estate Investment Trust Funds Total Fee	\$
Total Bid Price	\$

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Description of Additional Fees/Redemption Fees

This RFP requires bidders to describe any additional or administrative fees that are not included in the Additional Expense column on the Price Schedule. This section also requires bidders to identify any redemption fee associated with each fund. This information is a required submission; however, the intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

Stable Value Map Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

XX

Bond Map Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Equity Map Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

XX

Small Capitalization Map Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Lifestyle Funds:

Describe any additional or administrative fee not included on the price schedule that is associated with each lifestyle fund.

Redemption Fee associated with these funds are _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, or if the redemption fee for each fund in the array of funds that make up the lifestyle mix of funds differ from each other, supply that schedule or information below:

Small Capitalization Growth Equity Funds:

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

XX

Small Capitalization Value Equity Funds:

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Mid Capitalization Growth Equity Funds:

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

XX

Mid Capitalization Core Equity Funds

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

International Equity Funds

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

XX

Real Estate Investment Trust Funds

Active Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule supply that schedule below:

Passive Fund: Describe any additional or administrative fee not included on the price schedule:

Redemption Fee associated with this fund is _____% of assets redeemed in less than _____ days. If the redemption fee has a sliding schedule, supply that schedule below:

Attachment 6 - Price Schedule
Deferred Compensation Plan Services

Fees when assets are between \$500 Million and \$750 Million

Bidders shall provide fees that are equal or lower than the fees bid for each fund that will take effect when the total assets in all funds managed by the contractor exceed \$500 million but are less than \$750 million. Such equal or reduced fees shall take effect should the aggregate assets in all funds under the contractor’s management reach \$500 million during the term of the contract. The intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

Bidders shall supply their fees as a percentage of assets. Payment to the contractor shall be based on the actual assets as allocated by participants over the term of the contract. Fees shall include fees of the contractor and underlying funds combined.

Map Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Stable Value Map Fund</u>							
<u>Bond Map Fund</u>							
<u>Equity Map Fund</u>							
<u>Small Capitalization Map Fund</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Life Style Funds

Lifestyle Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Small Capitalization Growth Equity Fund

Small Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Small Capitalization Value Equity Fund

Small Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Mid Capitalization Growth Equity Fund

Mid Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Mid Capitalization Core Equity Fund

Mid Capitalization Core Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Mid Capitalization Value Fund

Mid Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Large Capitalization Growth Equity Fund

Large Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Large Capitalization Value Equity Fund

Large Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Socially Responsible Fund

Socially Responsible Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

International Equity Fund

International Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$500 Million and \$750 Million

Real Estate Investment Trust Fund

Real Estate Investment Trust Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Attachment 6 - Price Schedule
Deferred Compensation Plan Services

Fees when assets are between \$750 Million and \$1 Billion

Bidders shall provide fees that are equal or lower than the fees bid for each fund that will take effect when the total assets in all funds managed by the contractor exceed \$750 million but are less than \$1 billion. Such equal or reduced fees shall take effect should the aggregate assets in all funds under the contractor’s management reach \$750 million during the term of the contract. The intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

Bidders shall supply their fees as a percentage of assets. Payment to the contractor shall be based on the actual assets as allocated by participants over the term of the contract. Fees shall include fees of the contractor and underlying funds combined.

Map Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Stable Value Map Fund</u>							
<u>Bond Map Fund</u>							
<u>Equity Map Fund</u>							
<u>Small Capitalization Map Fund</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Life Style Funds

Lifestyle Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Small Capitalization Growth Equity Fund

Small Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Small Capitalization Value Equity Fund

Small Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Mid Capitalization Growth Equity Fund

Mid Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Mid Capitalization Core Equity Fund

Mid Capitalization Core Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Mid Capitalization Value Fund

Mid Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Large Capitalization Growth Equity Fund

Large Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Large Capitalization Value Equity Fund

Large Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Socially Responsible Fund

Socially Responsible Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

International Equity Fund

International Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$750 Million and \$1 Billion

Real Estate Investment Trust Fund

Real Estate Investment Trust Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

Attachment 6 - Price Schedule
Deferred Compensation Plan Services

Fees when assets are between \$1 Billion and \$1.25 Billion

Bidders shall provide fees that are equal or lower than the fees bid for each fund that will take effect when the total assets in all funds managed by the contractor exceed \$1 billion but are less than \$1.25 billion. Such equal or reduced fees shall take effect should the aggregate assets in all funds under the contractor's management reach \$1 billion during the term of the contract. The intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

Bidders shall supply their fees as a percentage of assets. Payment to the contractor shall be based on the actual assets as allocated by participants over the term of the contract. Fees shall include fees of the contractor and underlying funds combined.

Map Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Stable Value Map Fund</u>							
<u>Bond Map Fund</u>							
<u>Equity Map Fund</u>							
<u>Small Capitalization Map Fund</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Life Style Funds

Lifestyle Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Small Capitalization Growth Equity Fund

Small Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Small Capitalization Value Equity Fund

Small Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Mid Capitalization Growth Equity Fund

Mid Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Mid Capitalization Core Equity Fund

Mid Capitalization Core Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Mid Capitalization Value Fund

Mid Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Large Capitalization Growth Equity Fund

Large Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Large Capitalization Value Equity Fund

Large Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Socially Responsible Fund

Socially Responsible Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

International Equity Fund

International Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are between \$1 Billion and \$1.25 Billion

Real Estate Investment Trust Fund

Real Estate Investment Trust Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Attachment 6 - Price Schedule
Deferred Compensation Plan Services

Fees when assets are \$1.25 Billion or more

Bidders shall provide fees that are equal or lower than the fees bid for each fund that will take effect when the total assets in all funds managed by the contractor exceed \$1.25 billion. Such equal or reduced fees shall take effect should the aggregate assets in all funds under the contractor’s management reach \$1.25 billion during the term of the contract. The intent is for the committee to evaluate this information as part of the technical evaluation of the bid and not part of the price evaluation.

Bidders shall supply their fees as a percentage of assets. Payment to the contractor shall be based on the actual assets as allocated by participants over the term of the contract. Fees shall include fees of the contractor and underlying funds combined.

Map Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Stable Value Map Fund</u>							
<u>Bond Map Fund</u>							
<u>Equity Map Fund</u>							
<u>Small Capitalization Map Fund</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Life Style Funds

Lifestyle Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Small Capitalization Growth Equity Fund

Small Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Small Capitalization Value Equity Fund

Small Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Mid Capitalization Growth Equity Fund

Mid Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Mid Capitalization Core Equity Fund

Mid Capitalization Core Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Mid Capitalization Value Fund

Mid Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Large Capitalization Growth Equity Fund

Large Capitalization Growth Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Large Capitalization Value Equity Fund

Large Capitalization Value Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Socially Responsible Fund

Socially Responsible Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

International Equity Fund

International Equity Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

Bidder Name: _____

05-X-37403

**Attachment 6 - Price Schedule
Deferred Compensation Plan Services**

Fees when assets are \$1.25 Billion or more

Real Estate Investment Trust Fund

Real Estate Investment Trust Fund Name	Fund Symbol	(1) Investment Management Fee	(2) 12b-1 Fee	(3) Other Expenses	(4) Total Expense Ratio 1+2+3	(5) Additional Expenses	(6) Total Asset Based Fee 4+5
<u>Actively Managed</u>							
<u>Passively Managed</u>							

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey shall invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey shall use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening shall not be considered in the evaluation of that procurement, but shall be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with you bid response proposal.

Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information _____
Please Print

ATTACHMENT 8 – DATA SUBMISSION FORM

Table # Q.5.1

Meeting Title	Content

Table # Q.5.2

# Annual Group Meetings Assumed	# Annual One-on-one Meetings Assumed

Table # Q.8

Document/Material	Audience	Delivery Method	Yearly Distribution	Artwork (Y/N) - Type	Size/Color/Pages

Table # Q.12

Edits	Service Provided	Comments
Missing Data:		
▪ Social Security Number		
▪ Alternate Identifier		
▪ Name		
▪ Address		
▪ Location or other agency identifier		
▪ Birth Date		
▪ Hire Date		
▪ Status Code		
<u>Illogical Data:</u>		
▪ Duplicate records		
▪ Status term but no term date		
▪ Status active but pay = 0		
▪ Status active, deferral % > 0 but deferral = \$0		
▪ Status active, deferral % = 0 but deferral > \$0		
▪ Status suspended but deferral > \$0		
▪ Status terminated, term date in prior payroll period but comp > \$0 or deferral > \$0		
Invalid Dates:		
▪ Birth date out of range <> specified dates		
▪ Hire date out of range <> specified dates		
▪ Catch-up date out of range <> specified dates		
▪ Term date out of range <> specified dates		
▪ Hire date > term date		

Table # Q.16.1

Qtr/Year	Voice Response	Benefit Service Rep	Internet
3 rd 2004			
4 th 2002			
1 st 2003			
2 nd 2003			
3 rd 2003			
4 th 2003			
1 st 2004			
2 nd 2004			

Describe the reason for any unusual increases or decreases in the volumes above.

Table # Q.16.2

	Operator Assisted	Voice response	Internet	Describe process if not available through technology
Custom greeting using client name				
Ongoing enrollment:				
▪ request forms				
▪ select elections				
INITIAL/ROLLOUT ENROLLMENT:				
▪ select elections				
▪ Plan information (e.g., contribution, transfer, and withdrawal rules)				
▪ fund performance				
Account balance:				
▪ by fund				
Investment transfers of existing balances:				
▪ rearrange balances				
▪ by percent				
▪ by dollar amount				
▪ Changes in payroll deferral percentage (salary deferral)				
▪ Initiate catch-up				
▪ Suspend contributions				
▪ Contribution rate modeling				
▪ Change investment direction for future contributions				
Hardship withdrawals:				
▪ learn amount available				
▪ request form				
▪ request withdrawal (paperless)				
Final distribution:				
▪ learn amount available				
▪ tax modeling				
▪ model payment options available on final distribution				
▪ request form				
▪ request distribution (paperless)				
Loans (if added in future):				
▪ request form				
▪ loan modeling				
▪ determine interest rate				
▪ initiate loan				

	Operator Assisted	Voice response	Internet	Describe process if not available through technology
▪ determine amount available				
▪ determine balance remaining in current loan				
Participant addresses:				
▪ request form				
▪ make changes				
Beneficiary:				
▪ initial designation				
▪ request form				
▪ make changes				
PIN:				
▪ establish PIN				
▪ change PIN				
▪ request lost PIN				
Statements on demand:				
▪ last quarterly statement				
▪ current balance				
▪ participant specified period				
▪ transactions since last period				
▪ form 1099-R				

Table # Q.16.3

	Calendar Year 2003	Calendar Year 2002
Quality standard for VRS answer time in number of seconds		
Average actual VRS answer time in number of seconds		
Quality standard for VRS downtime (hours per month)		
Average actual VRS downtime (hours per month)		
Number of Benefit Service Representatives (BSRs)		
Average length of calls with BSR		
Quality standard for number of seconds on hold while call transfers to BSR		
Average actual number of seconds on hold while call transfers to BSR		
Quality standards for call abandonment rate		
Actual call abandonment rate		
Percentage of calls requiring calls back		
Quality standard for amount of time to call back with status on issue		

	Calendar Year 2003	Calendar Year 2002
Average actual amount of time to call back with status on issue		
Number of calls per BSR monitored by supervisor on a monthly basis		

Table # Q.18.1

	Spanish	[other]	[other]	[other]
# BSRs				
% BSRs	%	%	%	%

Table # Q.18.2

Service	Yes/No
simultaneous ("live") access to internet account to demonstrate how to execute a transaction	
generic direction to participants regarding the execution of internet transactions	
simultaneous ("live") access to VRS to demonstrate how to execute a transaction	
generic direction to participants regarding the execution of VRS transactions	

Table # Q.22

ACTIVITY	QUALITY STANDARD (BUSINESS DAYS)	AVERAGE ACTUAL (BUSINESS DAYS)
Contribution reconciliation and posting	Days from receipt of payroll data	Days from receipt of payroll data
Contribution investment – daily valued funds	Days from receipt of deposit	Days from receipt of deposit
Contribution investment – monthly valued funds	Days from receipt of deposit	Days from receipt of deposit
Unforeseeable Emergency withdrawals paid	Days from receipt of form	Days from receipt of form
Distributions paid (paperless) – daily valued funds	Days from receipt of request	Days from receipt of request
Distributions paid (paperless) – monthly valued funds	Days from receipt of request	Days from receipt of request
Distributions paid (form) – daily valued funds	Days from receipt of form	Days from receipt of form
Distributions paid (form) – monthly valued funds	Days from receipt of form	Days from receipt of form

ACTIVITY	QUALITY STANDARD (BUSINESS DAYS)	AVERAGE ACTUAL (BUSINESS DAYS)
Investment fund transfers settled – daily valued funds	Days from receipt of request	Days from receipt of request
Investment fund transfers settled – monthly valued funds	Days from receipt of request	Days from receipt of request
Rollovers/transfers from frozen accounts	Days from receipt of deposit	Days from receipt of deposit
Rollovers/transfers into the plan processed and invested – daily valued funds	Days from receipt of deposit	Days from receipt of deposit
Rollovers/transfers into the plan processed and invested – monthly valued funds	Days from receipt of deposit	Days from receipt of deposit
Confirmations mailed	Days from execution of transaction or request	Days from execution of transaction or request
Participant statements mailed	Days from period end	Days from period end
Ad hoc reports produced	Days from request	Days from request
Meetings with plan sponsor	Meeting per year	Meeting per year

Table # Q.28.1

- Plan level breakdown of:
 - o Asset allocation
 - o Cash flow
 - o Withdrawal / distribution activity
 - o Fund performance
 - o Participant access statistics
- Demographic breakdown of:
 - o Asset allocation
 - o Cash flow
 - o Withdrawal / distribution activity
 - o Fund performance
 - o Participant access statistics
- Participation rates
- Comparative data
- Client-specific data
- Other features?

Table # Q.28.2

For Frequency Column use the following codes:

- | | | |
|-------------|------------------|------------|
| A = Annual | Q = Quarterly | W = Weekly |
| D = Daily | S = Semi-annual | |
| M = Monthly | U = Upon Request | |

For Media Column use the following codes:

- | | | |
|--------------|---------------|-----------------|
| C = CD ROM | I = Internet | M = Micro Fiche |
| D = Diskette | H = Hard Copy | |

Report Name	Contents	Frequency	Media	Customization Possible?

Table # Q.29

Participant Statements	Service Provided	Comments or Limitations
Standard format provided by system – no customization required		
Standard format, can add client name and logo		
Completely custom format		
Modular format, can designate modules to include		
Can include the following data:		
▪ Participant name and address		
▪ Department code or employee number		
▪ Beneficiary name		
▪ Current contribution election(s)		
▪ Current investment election(s)		
▪ Activity by individual transaction		
▪ Activity summarized by type		
▪ Asset allocation:		
– in percentages format		
– in graph format		
▪ Fund rates of return		
▪ Comparative performance benchmarks/indices		
▪ Individual participant rates of return		
▪ Individual fees paid		
▪ Year-to-date contributions		
▪ Year-to-date withdrawals		

Participant Statements	Service Provided	Comments or Limitations
▪ Year-to-date investment earnings		
▪ Inception-to-date contributions		
▪ Inception-to-date withdrawals		
▪ Inception-to-date investment earnings		
▪ Traditional catch-up amount available		
▪ Year-to-date traditional catch-up amount utilized		
▪ Inception -to-date traditional catch-up amount utilized		
▪ Employer specific messages		
▪ Employee specific messages (varying based on demographic criteria)		

Table # Q.37

Table # Q.37

	Fund Name	Ticker Symbol	Total Expense Ratio	Type of Investment Product*
	Stable Value Fund (Map Fund)			
	Bond Fund (Map Fund)			
	Equity Fund (Map Fund)			
	Small Cap Equity Fund (Map Fund)			
	Small Capitalization Growth Equity Fund 2. Active 3. Passive			
	Small Capitalization Value Equity Fund 1. Active 2. Passive			
	Mid Capitalization Growth Equity Fund 1. Active 2. Passive			

Mid Capitalization Core Equity Fund 1. Active 2. Passive				
Mid Capitalization Value Equity Fund 1. Active 2. Passive				
Large Capitalization Growth Equity Fund 1. Active 2. Passive				
Large Capitalization Value Equity Fund 1. Active 2. Passive				
Socially Responsible Fund 1. Active 2. Passive				
International Equity Fund 1. Active 2. Passive				
Real Estate Investment Fund 1. Active 2. Passive				

* For the variable investments proposed, the State intends to utilize fund information available from Morningstar and other available resources.

Table # Q.38.1

Year	Rate	Year	Rate	Year	Rate
2003		1999		1995	
2002		1998		1994	
2001		1997			
2000		1996			

Table # Q.38.2

Insurance Company General Account Assets	%
Traditional GICs	%
Indexed GICs	%
Synthetic GICs	%
Insurance Company Separate Account Assets	%
BICs	%
STIF/Cash Equivalentents	%
Other	%
Total	100%

Table # Q.39

	Fund Name	Ticker Symbol	Total Expense Ratio
Lifecycle funds			

Table # Q.40

	Fund Name	Ticker Symbol	Total Expense Ratio	Type of Investment Product*
Fund Name				
Fund Name				
Fund Name				
Fund Name				

Table 4.4.3.1

	Number	Locations
Redundant processing		
Redundant call centers		

Table 4.4.3.5 #2

Plan administrator	
Client relationship manager	
Benefit service representatives (BSR)	
Processing/operations staff	
Senior management	
Employee meeting specialists	

Table 4.4.3.5 #5a

	Initially Available (# hours)	On-going Annually (# hours)
Client relationship manager		
Plan administrator		
BSRs		
Processing/operations staff		
Employee meeting specialists		

Table 4.4.3.5 #5b

	College Degree	Advanced Degree	Series 6	Series 63	Series 7	Years of Related Work Experience
BSRs						
Employee meeting specialists						
Client relationship manager						
Plan administrator						
Processing/operations staff						

Table 4.4.3.5 #6

	Dedicated Client Team	Functional Group
Eligibility determination		
Enrollment		
Contribution processing		
Hardship processing		
Distribution processing		
70 ½ payments		
QDROs		
De minimus distributions		
Participant requests		
Plan sponsor requests		
Other		

Table 4.4.3.5 #6

	Recordkeeping expenditures	Total company expenditure	<u>Or:</u> Ratio of recordkeeping to total spending
Total for 2003:	\$	\$	
Total for 2002:	\$	\$	
Total for 2001:	\$	\$	

Table 4.4.3.6 #3

Number of Participants in Plan	Number of DC Plans	Number of Governmental DC Plans	Number of Governmental 457 Plans
Up to 1,000			
1,001 to 5,000			
5,001 to 10,000			
10,001 to 25,000			
25,001 to 50,000			
More than 50,000			
Total			

Table 4.4.3.6 #4

Total Plan Assets	Number of DC Plans	Number of Governmental DC Plans	Number of Governmental 457 Plans
Up to \$50 million			
\$50 to \$100 million			
\$100 to \$250 million			
\$250 to \$500 million			
\$0.5 to \$1 billion			
More than \$1 billion			
Total			

Table 4.4.3.6 #6

Below \$250 million

Year	Clients Added		Clients Lost	
	Number of Plans	Number of Participants	Number of Plans	Number of Participants
2004				
2003				
2002				

Above \$250 million

Year	Clients Added		Clients Lost	
	Number of Plans	Number of Participants	Number of Plans	Number of Participants
2004				
2003				
2002				

Table 4.4.3.6 #7

	Plan #1	Plan #2	Plan #3
Plan Name			
Plan Type			
# Participants			
Total Assets			
Month/Yr retained			
Service Provided			

Table 4.4.3.6 #8

	Plan #1	Plan #2	Plan #3
Plan Name			
Plan Type			
# Participants			
Total Assets			
Service Provided			
How similar to NJSEDCP			
Contact			
Phone #			

Table 4.4.3.6 #10

	Plan #1	Plan #2	Plan #3
Plan Name			
Plan Type			
# Participants			
Total Assets			
Service Provided			
Reason for Termination			
Contact			
Phone #			

Table 4.4.3.6 #11

Number of Participants	Number of Defined Contribution Implementations
1 to 10,000	
10,001 to 25,000	
over 25,000	

Table 4.4.3.7 #1

	Type #1	Type #2	Type #3	Type #4
Insurance Type				
Risk Covered				
Carriers				
Levels				
Limits				
Deductibles				

ATTACHMENT 9 - NEW JERSEY BUSINESS REGISTRATION

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

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

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.4 of this RFP for additional information concerning this requirement.

The bidder must attach and include a copy of its New Jersey Business Registration (or interim registration) with its bid proposal. New Jersey Business Registrations are obtained from the New Jersey Division of Revenue.

End of Attachments

Appendix is Provided as a Separate Document

APPENDIX 1 - NJ STATE STANDARD TERMS AND CONDITIONS
APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE
APPENDIX 3 – NJSEDCP EMPLOYER GROUPS
APPENDIX 4 – NUMBER OF PARTICIPANTS BY NJSEDCP EMPLOYER GROUP
APPENDIX 5 – FINANCIAL INFORMATION
APPENDIX 6 – NJSEDCP FILE LAYOUT & MAPS
APPENDIX 7 – FILENET IMAGE SAMPLES
APPENDIX 8 – TOTAL ELIGIBLE EMPLOYEES BY GEOGRAPHIC REGION
APPENDIX 9 – REPORTS
APPENDIX 10 - INTENTIONALLY DELETED
APPENDIX 11 – PAYROLL OFFICE DATA EXCHANGE PROTOCOL
APPENDIX 12 – WRITTEN MATERIALS DISTRIBUTED
APPENDIX 13 – VRS SCRIPTS AND STATISTICS