



REQUEST FOR PROPOSALS
Emerging Advisers Public Asset Class Advisory Services
Emerging Markets Equity

	Date	Time
Due Date for Questions	August 8, 2025	2:00 PM
Submission Deadline	October 1, 2025	2:00 PM

Dates are subject to change. All times contained in the RFP refer to Eastern Time.
All changes will be reflected in RFP Amendments posted on the Division of Investment's website.

RFP Issued By:

State of New Jersey
Department of the Treasury,
Division of Investment
50 West State Street, 9th Floor
Trenton, New Jersey 08608

Date: July 15, 2025

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1.0 INTRODUCTION AND SUMMARY

1.1 PURPOSE AND INTENT

This Request for Proposals (“RFP”) is issued by State of New Jersey Department of the Treasury, Division of Investment (“DOI”). The purpose of this RFP is to solicit proposals from investment Advisers (“Advisers”) to provide non-discretionary investment advice to DOI for DOI’s Emerging Advisers Public Asset Class Advisers Program, specifically within the Emerging Markets equity (“EM”) asset class. DOI seeks proposals from Bidders to provide investment advice to DOI with respect to the emerging markets equity asset class in accordance with, and as authorized by, applicable State Investment Council (“SIC”) regulations (see N.J.A.C. 17:16-1.1 et seq.)

The intent of this RFP is to award multiple contracts to those responsible Bidders whose proposals, conforming to this RFP, have successfully demonstrated the skills, expertise, and resources to effectively fulfill the requirements herein and are most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest.

1.2 SEARCH OBJECTIVES

The DOI’s Emerging Advisers Public Asset Class Advisers Program is a newly established initiative designed to provide opportunities for smaller, high-potential investment advisers. The program is not currently funded, and the funding limit has yet to be determined. The final allocation will be based on responses to this RFP, the qualifications of the applicable Bidders, and the structural fit within DOI, as assessed by DOI and the SIC. These factors will guide the determination of an appropriate funding level to ensure the program aligns with DOI’s objectives and broader investment strategy.

DOI may contract with up to ten (10) EM Advisers and is not confined to a specific structure or allocation. DOI encourages Bidders classified as Woman-Owned, Minority-Owned or Veteran-Owned Business Enterprises. DOI will determine which Bidder(s) is (are) best equipped to provide advice regarding the emerging markets equity asset class based on the responses to this RFP. Specific allocations to individual strategies, including but not limited to style, factor, active, passive, country, region, sector, or industry, and to specific Advisers, shall be based on legal and market considerations and desired portfolio construction as determined by DOI and may change over time.

Any Adviser retained by DOI must comply with various laws, regulations, policies, and procedures of the State. By submitting a proposal in response to this RFP, a Bidder is pledging to comply with all applicable laws, regulations, policies, and procedures. Investment in international equity markets is done through internally managed portfolios both with and without the use of contracted Advisers. Subaccounts segregate the various investment portfolios. DOI’s global custodian will maintain and hold custody of each Adviser’s designated portfolio(s) as a separate subaccount (“Account”). No commingled fiduciary trust structures will be permitted.

All investments in international equity markets must comply with, among other laws and regulations, N.J.A.C. 17:16-48 (Global Equity Investments), N.J.A.C. 17:16-69 (Common Pension Funds), N.J.A.C.17:16-81 (Foreign Currency Transactions) and N.J.A.C. 17:16-82 (Futures Contracts).

The primary benchmark used by DOI for measuring performance in Emerging Markets is a custom index based on the MSCI Emerging Markets Equity Index, excluding securities in which DOI is legally prohibited to invest. This index may be replaced by any other appropriate index as designated by DOI (similarly customized to exclude prohibited securities). DOI’s objective is to achieve gross returns ranking at or above the median and risk-adjusted, net of fee rates of return exceeding the appropriate index over rolling three-year and five-year periods.

1.3 BACKGROUND

DOI and the SIC were established in 1950 pursuant to N.J.S.A 52:18A-79 et seq. An important objective of the statute was to centralize all functions relating to purchases, sales, or exchanges of securities for the State’s diverse funds under experienced and professional management.

The SIC consists of sixteen (16) members:

- Eight (8) appointed for staggered five (5) year terms by the Governor, with the advice and consent of the Senate;
- Three (3) appointed for three (3) year terms by the trustees of three (3) of the State’s pension systems;

- Two (2) appointed for five (5) year terms by the Governor from among six (6) persons put forward by the State AFL-CIO;
- One (1) appointed for a three (3) year term by the Governor from among three (3) persons put forward by the New Jersey Education Association (NJEA);
- One (1) appointed for a three (3) year term by the Governor from among three (3) persons put forward by the State Troopers Fraternal Association; and
- One (1) appointed for a five (5)-year term by the Governor from among three (3) persons nominated jointly by the President of the Senate and the Speaker of the General Assembly.

The role of the SIC is to establish the methods, practices, and procedures it deems necessary or proper, which govern the investment activities of DOI. New investment regulations adopted by the SIC from time to time are filed with the Office of Administrative Law and published in the New Jersey Register for public comment prior to adoption.

The Pension Fund

The Pension Fund includes pension assets contributed by participants and by State and local employers for currently working and/or retired participants in seven statewide retirement plans. The Pension Fund currently consists of the net assets of the seven plans as well as four Common Pension Funds. DOI reserves the right to establish new Common Pension Funds or modify the existing Common Pension Funds. The Pension Fund had a net asset value of \$78.7 billion on June 30, 2024.

The seven Pension Plans are:

- Judicial Retirement System (JRS)
- Consolidated Police and Firemen's Pension Fund (CPFPPF)
- Police and Firemen's Retirement System (PFRS)
- Prison Officers' Pension Fund (POPF)
- Public Employees' Retirement System (PERS)
- State Police Retirement System (SPRS)
- Teachers' Pension and Annuity Fund (TPAF)

Although the plans may invest directly in securities, currently the assets, except for certain PFRS assets discussed below, are managed through Common Pension Funds and the State of New Jersey Cash Management Fund (CMF). CMF assets are not included in this RFP.

Four of the seven Pension Plans (JRS, PERS, SPRS and TPAF) invest in Common Pension Funds A, D, E and CMF. CPFPPF and POPF are dormant legacy funds that only invest in CMF. Certain PFRS assets are invested by DOI in Common Pension Fund E and CMF; the remainder are invested directly by PFRS and are not included in this RFP.

Common Pension Fund D

Common Pension Fund D invests primarily in global equity, fixed income, and certain derivative securities, which are also governed by N.J.A.C. 17:16. As of June 30, 2024, Common Pension Fund D held approximately 8,980 positions and had a net asset value of approximately \$44 billion. The fund's current custodian is State Street Bank. There were approximately 42,210 transactions in FY 2024.

Common Pension Fund D uses Advisers for certain asset classes, which currently include high yield fixed income, emerging market securities and international small cap securities. There are currently fourteen Advisers under contract. DOI anticipates that this could increase to approximately twenty-five during the term of the contract. The Advisers execute trades on behalf of Common Pension Fund D and transmit the information directly to the custodian. The custodian works directly with the Advisers on trade settlements and reconciliations at DOI's direction.

Common Pension Fund D also participates in a securities lending program for eligible fixed income and equity securities in the Pension Fund. The securities lending program is governed by N.J.A.C. 17:16-5.1 et seq. DOI has three objectives in managing the collateral portfolio for the securities lending program. The primary objective is to provide safety of principal while earning a positive spread to the rebate rate on securities lent. The second objective is to provide adequate daily liquidity for the collateral portfolio, and the third objective is to obtain the highest yield possible within the parameters of the guidelines. The only permissible collateral is cash and cash equivalents, which, in turn, may be invested in permissible securities in accordance with N.J.A.C. 17:16 and the program guidelines as set forth by DOI. The collateral is currently invested primarily in overnight repurchase agreements in accordance with N.J.A.C. 17:16-33.

1.4 MINIMUM QUALIFICATIONS

- Bidder must be registered with the Securities and Exchange Commission as an Investment Advisor.
- The lead decision maker(s) for the strategy proposed by the Bidder must have a minimum average of 10 years of industry experience.
- Reported investment performance must be Global Investment Performance Standards (GIPS) compliant, including if porting a track record over from a prior firm.
- Firm-wide assets under management must be equal to or less than \$5 billion.
- The Bidder must have competitive absolute and risk-adjusted performance on a net-of-fee basis relative to the appropriate benchmark and peer group.

1.5 CONTRACTUAL TERMS; ORDER OF PRECEDENCE

The State of New Jersey Standard Terms and Conditions (Rev. 6/3/2025) (the “Standard Terms and Conditions” or “SSTCs”) will apply to all Contracts made with the State. These terms are in addition to the terms and conditions in this RFP and should be read in conjunction with them unless the RFP indicates otherwise. The Standard Terms and Conditions may be found at the link below; <https://www.nj.gov/treasury/purchase/forms/CombinedStateofNewJerseyStandardTermsandConditions06032025.pdf>

The Contract awarded, and the entire agreement between the parties, as a result of this RFP shall consist of: (1) the final RFP, (2) the Standard Terms and Conditions, (3) the BAFO, if any, and as accepted by DOI; (4) the Proposal, including any additional terms proposed by the Bidder and accepted by DOI and the Bidder’s response to clarifications, if any; and (5) Contractor Documents, including the Investment Adviser Agreement, as accepted by DOI. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, is listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Proposal and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFP and the Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFP and the Standard Terms and Conditions shall prevail.

2.0 PRE-PROPOSAL SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Proposal and for reviewing the Proposal submission requirements and the Scope of Work requirements.

2.1 ELECTRONIC QUESTION AND ANSWER PERIOD

DOI will electronically accept questions and inquiries from all potential Bidders.

A Bidder shall submit questions only by email to DOI.RFP@treas.nj.gov. The DOI will not accept any question in person or by telephone concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the RFP cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by RFP Amendment. Any RFP Amendment will become part of this RFP and part of any Contract awarded as a result of this RFP. RFP Amendments, if any, will be posted to the Using Agency's website as indicated below.

- The RFP should be clearly referenced in the subject line;
- Questions should be directly tied to the RFP and 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; and
- Questions regarding the Standard Terms and Conditions along with any exceptions to mandatory requirements should contain requested changes.

Bidders must not contact DOI staff directly, in person, by telephone or by e-mail, other than through the e-mail above, concerning this RFP. The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. RFP Amendments, if any, will be posted on the DOI website at <https://www.nj.gov/treasury/doinvest/rfp.shtml> after the cut-off date.

2.2 QUESTIONS REGARDING THE STANDARD TERMS AND CONDITIONS

Questions regarding the Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Question-and-Answer period or during negotiations prior to contract award. Any proposed modifications and should contain the Bidder's suggested changes and the reason(s) for the suggested change(s). The negotiated terms and conditions may not conflict with any of the material terms and conditions as set forth in the RFP.

2.3 RFP AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by RFP Amendment. Any RFP Amendment will become part of this RFP and part of any Contract awarded. RFP Amendments, if any, will be posted on DOI's website at <https://www.nj.gov/treasury/doinvest/rfp.shtml>. There are no designated dates for release of RFP Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all RFP Amendments.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMISSION

In order to be considered for award, the Proposal must be received by DOI by the required date and time indicated on the RFP cover sheet. If the Proposal submission deadline has been revised, the new Proposal submission deadline shall be shown on the posted RFP Amendment. **Proposals not received prior to the Proposal submission deadline shall be rejected.**

The Bidder must submit the following:

The Bidder must submit the Proposal electronically to the DOI at the following address: DOI.RFP@treas.nj.gov

Each Proposal shall include one copy in “read only” PDF file format for review and one copy in an editable and “writable” PDF file format for redaction.

In addition, the Bidder must submit one complete hardcopy of the Proposal to the DOI at the following address:

VIA HAND DELIVERY OR OVERNIGHT COURIER:

State of New Jersey
Department of the Treasury
Division of Investment
50 West State Street, 9th Floor
Trenton, NJ 08608
Attn: Emerging Advisers EM RFP

VIA UNITED STATES POSTAL SERVICE:

State of New Jersey
Department of Treasury
Division of Investment
P.O. Box 290
Trenton, NJ 08625-0290
Attn: Emerging Advisers EM RFP

The Bidder should make and retain a copy of its Proposal.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Proposal in response to this RFP or any pre-contract award costs incurred.

3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE PROPOSAL

A Bidder may submit additional terms as part of its Proposal for consideration by DOI. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFP, the terms and conditions of this RFP, or the Standard Terms and Conditions. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Proposal submission.

3.4 ADDITIONAL DOCUMENTS

Bidder shall submit, for the Division's review, any documents that the Bidder will request that DOI to execute with respect to this contract. Submission of additional documents does not guarantee acceptance of the terms set forth therein by the State.

A Bidder should not password protect any submitted documents. Use of URLs in a Proposal should be kept to a minimum and shall not be used to satisfy any material term of the RFP. If a preprinted or other document included as part of the Proposal contains a URL, a printed copy of the information should be provided and will be considered as part of the Proposal.

3.5 WITHDRAWING PROPOSALS

A Bidder may request, in writing, that its submitted Proposal be withdrawn. If the request is granted, the Bidder may submit a revised Proposal provided it is received prior to the Proposal submission deadline. A Bidder discovering an error in its Proposal after the Proposal submission deadline but before the contract award may make written application to the Director for authorization to withdraw its Proposal. The Director shall consider the Bidder's good faith in making the request, as evidenced by whether the mistake relates to a material feature or term of the Proposal; whether the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and

whether the error is so significant that to enforce the contract resulting from the Proposal would be unconscionable. The Director shall also consider whether DOI would be significantly prejudiced by granting the request.

3.6 PROPOSAL ORGANIZATION

The proposal shall be submitted in two (2) volumes with the content of each volume as indicated below:

VOLUME 1

- Section 1 – Forms (Section 3.7)
- Section 2 – State Price Schedule (Section 3.9)
- Section 3 – Investment Adviser Agreement (Section 8.10)

VOLUME 2

- Section 1 – Technical Proposal (Section 3.8), including Tables (Attachment 4)

3.7 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH PROPOSAL

A Bidder is required to complete and submit the forms, registrations and certifications described below. Documents completed electronically in [NJSTART](#) on the “Terms and Categories” Tab within the Vendor Profile, or attached to the Vendor Profile shall be accepted in lieu of being attached to the submitted Proposal. Refer to the Vendor Quick Reference Guides and Vendor Forms tabs on the [NJSTART website](#) for additional instructions.

3.7.1 COVER LETTER

The Bidder should submit a cover letter with the Proposal, including the signature of an authorized representative of the Bidder. The cover letter should include the full contact information for the Bidder.

3.7.2 [OWNERSHIP DISCLOSURE FORM](#)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Proposal; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal submission deadline for this procurement, DOI may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Proposal; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

A Bidder’s failure to submit the information required by N.J.S.A. 52:25-24.2 with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a Contract to said Bidder.

3.7.3 [DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM](#)

The Bidder should submit the Disclosure of Investment Activities in Iran Form with its Proposal to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor any of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) Business Days of the State’s request, or the State may deem the Proposal non-responsive.

3.7.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving the Vendor Form with its Proposal to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) Business Days of the State's request, or the State may deem the Proposal non-responsive.

3.7.5 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form with its Proposal. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it 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-89.5 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. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) Business Days of the State's request, or the State may deem the Proposal non-responsive.

3.7.6 SOURCE DISCLOSURE FORM

The Bidder should submit a completed Source Disclosure Form with its Proposal. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States, except when the Director certifies in writing that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) Business Days of the State's request, or the State may deem the Proposal non-responsive.

3.7.7 CONFIDENTIALITY AND COMMITMENT TO DEFEND

Proposals can be released to the public in accordance with the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Proposal. In the event that the Bidder does not submit the Confidentiality form with the Proposal, the State reserves the right to request that the Bidder submit the form after Proposal submission.

After the Proposal submission deadline, all information submitted by a Bidder in response to the RFP is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Proposal, a Bidder may request that portions of the Proposal be exempt from public disclosure under OPRA and/or the common law. Bidder must provide a detailed statement clearly identifying those sections of the Proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price schedule and/or the entire Proposal as proprietary and/or confidential, and/or to claim copyright protection for its entire Proposal. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and

expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Proposal or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Proposal with the State making the determination regarding what may be proprietary or confidential.

3.7.8 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Proposal that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. 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. Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and 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 Contractor in its Proposal. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until Contractor has received written approval from the State.

3.7.9 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333(2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods.

Further, Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions available for review on the Division's website at <https://www.nj.gov/treasury/purchase/forms.shtml>.

3.7.10 AFFIRMATIVE ACTION

The Bidder and its named subcontractors should submit, with the Proposal, a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Bidder and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction, and the application are available at: https://www.state.nj.us/treasury/contract_compliance/index.shtml. If a Bidder does not submit the form

with the Proposal, the Bidder must comply within seven (7) Business Days of the State's request, or the State may deem the Proposal non-responsive.

3.7.11 BUSINESS REGISTRATION CERTIFICATE

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Bidder's Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action.

3.7.12 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus with its Proposal. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not engaging in prohibited activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) Business Days of the State's request, or the State may deem the Proposal non-responsive.

3.8 TECHNICAL PROPOSAL

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work (Section 4.0). The Bidder must set forth its understanding of the requirements of this RFP and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Proposal.

3.8.1 EXECUTIVE SUMMARY, IMPLEMENTATION PLAN AND CONTRACT MANAGEMENT

- A. Provide an executive summary of not more than two pages identifying the firm's approach and plans to provide the requested services and substantiating why the firm is best qualified to provide the requested services.
- B. Provide a timetable for implementation of the contract beginning with the date of notification of contract award. At a minimum, this should address the timeframes for setup of daily communication; pre- and post-trade interfaces; reconciliations set-up and interfaces; and the proposed time necessary to fully invest \$100 million and \$500 million.
- C. Describe the Bidder's plan to communicate with DOI including, but not limited to, communication with the DOI Contract Manager, status meetings and status reports.
- D. Describe the Bidder's plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

3.8.2 ORGANIZATION

- A. Provide a brief history of the Bidder and its operation with the most important milestones. Include the year formed, ownership structure, as well as any ownership changes within the past five years. Who were the founders of the Bidder and are they still active? Are there any pending plans for ownership changes? Describe any joint ventures or affiliations, including any ownership the Bidder or any entity under its control may hold in partnerships and/or other investment firms.
- B. Does the Bidder conduct any business other than investment management and/or advisory services? State the nature of those other businesses.
- C. If another company owns some portion or the entire firm, what percentage of the parent company's revenue does the firm contribute? Please indicate how the percentage of revenue has changed over the life of the arrangement.
- D. Provide the Bidder's mission statement.
- E. Provide a brief general description of the Bidder's compensation agreements for professional staff, including bonuses, profit sharing, and equity ownership and the metrics used to determine incentive-based compensation.

- F. Please describe any succession plans for the management of the Bidder and for the continuity of leadership within the relevant investment teams. What plans, if any, are there if a key person were to become unavailable for an extended length of time?
- G. Have any principals, partners or senior managers left the Bidder within the last three years? If yes, list each person's name, title, date of departure, and state the reason for each of these professionals leaving.
- H. What are the current and short-term (next one to two years) priorities of the Bidder (e.g., asset growth, increase/improvement in staffing, implementation of new strategies, etc.)?
- I. Identify the Bidder's total number of employees. Please provide a summary of the classifications within the firm and the totals for each classification (i.e., portfolio managers, research analysts, risk managers, client services, etc.).
- J. On Table 3.8.2 (J) in Attachment 4, please provide Total Firm Assets metrics for the organization.
- K. On Table 3.8.2 (K) in Attachment 4, provide Total Firm Assets metrics for the organization by Region and Client type as of March 31, 2025.
- L. Please describe how the Bidder broadly considers sustainable business practices across the firm and the role of ESG factors within its investment platform. Does the Bidder have a Responsible Investment Policy and is this disclosed to the public? If so, what are its motivations for having a policy? Is it a signatory to the UNPRI? If not, does it intend to become a signatory? If no, please explain the Bidder's view and approach to being a responsible investor otherwise. Does it have a Responsible Contractor Policy and is this disclosed to the public?
- M. Please describe how the Bidder measures diversity (of all forms) within its business and within individual teams, what its current metrics show, and whether it is implementing changes. What (if any) diversity-related metrics does the Bidder monitor within the investment team? Does the Bidder have a partnership with any organization that supports employment of underrepresented groups in finance (e.g., diversity initiatives, partnerships with schools, etc.)? Please list. Does the Bidder have in place programs that encourage recruitment from non-traditional routes, (e.g., apprenticeship programs, programs for military veterans)? Please list.
- N. On Table 3.8.2 (N) in Attachment 4, please provide Diversity metrics for the organization as of March 31, 2025.
- O. Please indicate if the Bidder is considered diverse or is certified as MWBE.

3.8.3 LOCATION

- A. Identify the location of the main offices of the Bidder.
- B. Identify the location of the office(s) of the Bidder from which services would be provided to the State of New Jersey.

3.8.4 ORGANIZATION CHARTS

- A. Provide an assignment organization chart specific to the portfolio management team, with names showing management, supervisory, research and other key personnel within the asset class.
- B. Provide a contract organization chart, with names showing management, supervisory, research and other key personnel to be assigned to the contract.

3.8.5 FINANCIAL CAPABILITY OF THE BIDDER

- A. Please submit the most recent audited financial statements which include a balance sheet, income statement, and statement of cash flow, and all applicable notes.
- B. Has the audit opinion on the Bidder's financial statements been "unqualified" for the last three years? If not, please explain. Has the Bidder had a change in auditors over the last three years? If so, explain why.
- C. A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal. The State reserves the right to make the determination whether to accept the assertion and shall so advise the Bidder.

3.8.6 POTENTIAL CHANGES

Provide a summary of any and all changes that the Bidder anticipates during the term of the contract that could potentially impact the Bidder's ability to provide the required services.

3.8.7 OPERATIONS, TRADING AND CONTROLS

- A. Briefly describe the Bidder's administrative/back-office operations and organizational structure.
- B. List which global custodians with which the Bidder currently interfaces.
- C. Briefly describe the key systems and tools used for portfolio management, analysis, trading, and accounting. Indicate if these systems are third-party or internally developed. Describe any electronic interfaces in place from order management system, accounting, back office etc.
- D. Describe the Bidder's commitment to research and system enhancements.
- E. Provide an overview of pricing procedures for securities, including sources and frequency of mark to market estimations. Does the Bidder currently contract with outside pricing services? If so, provide a list of the firms and indicate the general types of securities each prices on the Bidder's behalf. Does the Bidder maintain a formal valuation committee or other entity that provides oversight for security/portfolio valuation?
- F. Does the Bidder execute its own foreign exchange for trades or use a third-party service?
- G. Provide an overview of the Bidder's operational risk monitoring and management practices.
- H. Does the Bidder participate in Service Organization Control (SOC) or equivalent reviews? If so, provide a copy of the Bidder's latest SOC report, and, if available, the independent auditor's opinion on whether internal controls are adequate to achieve specified risk/SOC objectives and whether such controls were operating effectively at the time of audit and if there have been any significant changes since the date of the opinion.
- I. Provide an overview of the Bidder's trade allocation protocols and procedures for controlling performance dispersion between accounts with substantially the same guidelines.
- J. Please briefly describe the Bidder's trading policy. How many bids (or offers) are typically received per trade? How is it determined which broker is used for a trade? Please include any information that would help to understand the trading processes, including a copy of the Bidder's policies for approving and monitoring brokers.
- K. Provide an overview of the Bidder's business continuity and disaster recovery systems and plans.

3.8.8 COMPLIANCE AND ETHICS

- A. Provide an overview of the Bidder's pre- and post-trade investment guideline monitoring practices. Is a separate, independent group responsible for ensuring guideline compliance? What systems does the Bidder have in place to ensure compliance with such guidelines?
- B. Please state whether the Bidder employs a compliance officer. If so, what are the duties of the compliance officer? To whom does the compliance officer report?
- C. Submit a copy of the Bidder's ethics or standards of conduct policy. What steps are taken to ensure that employees comply with this policy?
- D. What handbooks, manuals, written policies, written procedures, or training are provided to new and current employees? How extensively does the Bidder monitor and discipline employees?
- E. Provide the Bidder's written policy on keeping the process for employees' trading of their own securities independent from the processes for trading securities for clients. Discuss procedures used to monitor and control personal trading activities.
- F. Discuss procedures used to prevent and detect rogue/unauthorized trading in client or firm accounts.
- G. Has any member or representative of the Bidder had contact with any SIC member, DOI staff member or consultant during the last 12 months regarding this RFP? What has been the nature of these contacts?

3.8.9 LEGAL AND REGULATORY

- A. Is the Bidder registered as an Investment Adviser under the Investment Advisors Act of 1940? If so, please attach the Bidder's ADV Part II to the Technical Proposal as "Appendix A – ADV Part II." If not, please explain why.
- B. Is the firm in compliance with the USA PATRIOT Act?
- C. Over the last ten (10) years, has the Bidder or any officer, director, partner, or principal been the subject of any past or pending non-routine investigation or inquiry by a federal or state agency or self-regulatory body regarding fiduciary responsibilities or other investment-related matters? If so, describe each instance and indicate if any directives, letters, or opinions were issued concerning said inquiry.
- D. Over the last ten (10) years, has the Bidder or any officer, director, partner, or principal been involved in any past or pending civil or criminal litigation or legal proceeding related to the Bidder's business? If so, describe each instance.
- E. Over the last ten (10) years, has the Bidder or any officer, director, partner, or principal been convicted of, pled guilty to, or pled nolo contendere to a felony? If so, describe each instance.

- F. Summarize the coverage for errors and omissions, professional liability, fiduciary insurance, or fidelity bonds held by the Bidder (including amounts and respective carriers).
- G. Over the last ten (10) years, has the Bidder submitted a claim to its errors and omissions, professional liability, fiduciary insurance, or fidelity bond carrier(s)? If so, describe each instance.
- H. Has the Bidder ever filed, voluntarily or involuntarily, for bankruptcy protection or otherwise been subject to the appointment of a receiver, trustee, or assignee for the benefit of creditors? If so, describe each instance.

3.8.10 STRATEGY PERSONNEL

- A. Specify the individuals (up to ten) deemed by the Bidder to be crucial to the proposed strategy's success (i.e., lead portfolio managers, portfolio manager's back up, etc.). Please include for each individual biographies that, at a minimum, include name, years of experience, years with firm, years with the asset class or the proposed strategy (as appropriate), percent of time devoted to the proposed strategy, prior experience (including academic and professional credentials) and indicate if the individual is a shareholder (Yes or No).
- B. As of March 31, 2025, and each of the previous five calendar years, provide the number of investment professionals directly involved with the proposed strategy gained and lost, including the roles of these individuals (i.e., portfolio manager, research analyst, etc.). How did the firm respond to the departures? Specify if the investment professionals resigned, were terminated, retired, or rotated to another product/division.
- C. Provide information regarding the investment team for the proposed strategy. Identify the key decision makers and discuss how they will be made available to DOI. Discuss any plans to recruit additional key personnel and if key personnel are promoted from within or brought in externally.
- D. Does the investment team that will manage the proposed strategy manage any other products at the firm? What is the asset level in those products and what percentage of the holdings in these other products overlap with the proposed strategy?
- E. Do members of the investment team invest their own assets in the proposed strategy?

3.8.11 PROPOSED STRATEGY OVERVIEW

- A. Briefly describe what differentiates the Bidder's proposed strategy from that of other likely Bidders.
- B. Briefly provide an overview of the proposed strategy investment environment, including:
 - Past, present, and expected future conditions.
 - The best opportunities going forward.
 - How opportunities have changed in recent years
- C. Please provide the Bidder's perspective on the relative efficiency/inefficiency of the proposed strategy investment environment and how that has evolved.
- D. On Table 3.8.11 (D-E) in Attachment 4, describe all products the Bidder currently manages for the EM Asset Class.
- E. On Table 3.8.11 (D-E) in Attachment 4, disclose the total assets under management (AUM) and remaining capacity for each product managed within the EM asset class. How is this capacity determined? If this capacity is reached, would a "hard" close (no new assets from any source) or "soft" close (new assets allowed from existing clients or within certain vehicles) be instituted?
- F. On Table 3.8.11 (F) in Attachment 4, provide information for the Bidder's commingled and separate accounts for the proposed strategy as of March 31st for the past five (5) years.
- G. On Table 3.8.11 (G) in Attachment 4, for the proposed strategy, show the number of accounts gained or lost along with the corresponding asset values for each of the last five calendar years. For clients lost, please state the reason.
- H. On Table 3.8.11 (H) in Attachment 4, for the proposed strategy, provide information regarding AUM and the number of accounts as of March 31st for each of the past ten (10) years.
- I. If the Bidder has experienced significant growth or declines in AUM, how has this affected the liquidity profile of the proposed strategy or the stability of the organization or investment team? How has the Bidder been able to mitigate any potential negative effects of such asset growth or decline on the ability to generate strong excess returns going forward? Briefly discuss the estimated capacity for the proposed strategy and expand upon how that figure is derived.

- J. On Table 3.8.11 (J) in Attachment 4, what is the size of the Bidder's largest and median advised/managed accounts in the proposed strategy?
- K. On Table 3.8.11 (K) in Attachment 4, provide a listing of the Bidder's top U.S. public fund clients by AUM (up to 3) for the proposed strategy. Include the size of the AUM at present and the length of engagement.

3.8.12 PROPOSED STRATEGY INVESTMENT PROCESS

- A. Describe the Bidder's investment philosophy and process as well as any aspects unique to the proposed strategy. The description should include detail on top-down (economic and thematic) versus bottom-up stock selection. The description should also include detail on country selection, currency exposure management, sector/industry selection, capitalization ranges, style (i.e., growth vs. value), and individual security selection. The response should describe the Bidder's research effort, portfolio construction guidelines, investment discipline, trading practices and portfolio turnover. It should also address the issue of style drift. Limit the response to this question to no more than 2 pages.
- B. Are quantitative methods used as part of the investment process? If so, describe and indicate the expected relative contributions to performance of quantitative versus fundamental factors. Also, indicate the expected relative contribution to performance of country, currency, sector/industry, and security selection.
- C. Describe the mechanics of the decision-making process. If team-based, do any members have veto power? How are disagreements resolved? Who has ultimate responsibility for all buy or sell decisions?
- D. Describe the strategy's buy and sell discipline. Are stop-loss procedures utilized? Are limit orders utilized? When would the firm deviate from its buy or sell disciplines?
- E. How is a stock's liquidity considered in the research and portfolio management process? Please respond appropriately for the proposed strategy.
- F. How are companies viewed for inclusion in the investable EM universe (ex. country of origin, domicile, revenue etc.)?
- G. Illustrate the Bidder's investment process for the proposed strategy by identifying and describing the analysis behind two buys made during the past three months that are deemed to be most significant (one should address an adjustment to a position). Limit the response of each stock purchase to one page.
- H. Illustrate the Bidder's investment process for the proposed strategy by identifying and describing the analysis behind two recent sells (one of these sells should be an investment that detracted from potential alpha) made in a portfolio. Limit the response of each stock sale to one page.
- I. Discuss unique methods utilized by the Bidder in gathering or analyzing information. What is the Bidder's competitive advantage over other managers or advisers? Is there a sector or industry in which the Bidder believes it has a particular edge? If yes, please explain.
- J. Describe the degree to which the strategy will invest in non-benchmark securities.
- K. Describe the use of ETFs, closed-end funds, and other vehicles to gain market exposure to certain countries or sectors. Describe how their use may affect proposed fees.
- L. How is cash utilized in the strategy? What is the maximum amount of cash a portfolio manager may hold in a portfolio? What is the typical range of cash allocation? How long may a portion of the portfolio remain uninvested?
- M. What enhancements have been made to the investment process over the past five years (e.g., emphasized, deemphasized, or changed purchase criteria)?
- N. What procedures does the Bidder utilize for converting foreign currency to or from US dollars? Are foreign exchange forwards utilized? Is this done internally or outsourced (e.g., to the client's custodian)? Is trading effectiveness of the Bidder's currency trading monitored? If it is outsourced, how is execution quality monitored? Provide a summary cost analysis of currency transactions by strategy for the years 2022, 2023 and 2024.
- O. Does the Bidder have dedicated ESG analysts or are sustainability issues integrated throughout the strategy's research team? Please explain its approach and rationale. Discuss the use of internal ESG ratings, if any. If external ESG ratings are utilized, please provide the names of third-party vendors and how they are incorporated into the investment process.
- P. Please list some examples of ESG risks and opportunities that the Bidder has considered in its investment decision-making process for the proposed strategy.
- Q. Has a portfolio manager trimmed/sold out of/added a premium to an asset as a result of ESG considerations for the proposed strategy? Please provide an example.
- R. Does the Bidder take an active ownership approach and engage with company management on governance and sustainability issues? If so, please explain.

3.8.13 PROPOSED STRATEGY CHARACTERISTICS

- A. Describe the investment universe for the proposed strategy, including the types of securities utilized. Within this universe, are there any subsets that could be characterized as the primary focus?
- B. Please complete table 3.8.13 (B) in Attachment 4 for the proposed strategy.
- C. Please complete table 3.8.13 (C) in Attachment 4 with fundamental characteristics as of March 31, 2025, for the proposed strategy.
- D. Is there a secondary benchmark that the Bidder believes would more accurately capture its strategy's relative performance (ex. value, growth, country, sector)? If so, please list the benchmark and why the Bidder thinks it would be just as appropriate in evaluating the proposed strategy?
- E. Discuss the average holding period for investments and how it influences the annualized portfolio turnover.
- F. On Table 3.8.13 (F) in Attachment 4, please provide the weighted average market capitalization and median market capitalization for portfolio holdings in the proposed strategy. Populate the table with percentages in each market capitalization bucket. What is the smallest market capitalization security the Bidder is willing to hold in the portfolio?
- G. In Table 3.8.13 (G) in Attachment 4, please indicate what sectors are over/underweighted in the proposed strategy. Provide relative percentage weightings for these sectors. It is preferred that the GICS Sectors be used (e.g., Information Technology, Communication Services, Financials, Health Care, Energy, Industrials, Consumer Discretionary, Consumer Staples, Utilities, Materials, Real Estate). Please explain some of the themes that led to the largest deviations from the benchmark.
- H. On Table 3.8.13 (H) in Attachment 4, please indicate what countries are top five overweight and top five underweight in the proposed strategy. Provide absolute and relative percentage weightings for these countries and the average number of holdings for each respective period. Please explain some of the themes that led to the largest deviations from the benchmark.
- I. Discuss any periods in which the proposed strategy experienced exceptionally good/bad performance or high/low volatility. Provide context and explanation for any periods that had significant variances from the benchmark. In which markets does the Bidder believe its strategy performs best/worst? (Provide examples of time periods).
- J. On Table 3.8.13 (J) in Attachment 4, please provide the expected beta, tracking error and active share relative to the benchmark and target ranges (if applicable) for each.
- K. Provide a representative portfolio as of March 31, 2025, grouped by country, sector, and position weight for the proposed strategy.
- L. If the Bidder takes unique sustainable investment approaches at the strategy level, please provide details of its various strategies, evidence that the returns can be attributed to that strategy, and the Bidder's thesis that such opportunity to derive alpha from that strategy will persist.

3.8.14 RISK MANAGEMENT

- A. List the main risks associated with the proposed strategy and describe how each is explicitly measured and managed at both the individual security and aggregate portfolio level.
- B. Identify the person(s) or group primarily responsible for the risk management function. Is there an independent risk team in-house? If so, to whom does this team report? Please also describe interaction with investment team.
- C. Discuss how risk management both interacts with and maintains independence from the other aspects of the investment process.
- D. How are the Bidder's views on risks unique to individual countries reflected in the investment process (e.g., political risk, liquidity risk, regulatory risk, etc.)?
- E. How is currency and liquidity risk managed?
- F. How frequently is stress-testing and scenario analysis performed on the proposed strategy?
- G. How is risk monitored at the position and portfolio levels? How is risk controlled when making country, currency, sector, and company allocations?
- H. What models or other tools does the Bidder use for portfolio risk management? Specifically provide names of commercial systems or platforms.
- I. List applicable portfolio constraints or guidelines (e.g., target exposures and allowable ranges, either benchmark-relative or absolute) and describe any other quantitative or qualitative risk controls. Include such things as maximum position sizes, as well as minimum or maximum sector and country weightings.
- J. Describe any hedging activities pursued in the proposed strategy, including what risks/exposures are typically hedged, instruments used and how hedging activities enhance risk-adjusted performance. Include a discussion regarding the Bidder's currency hedging approach and policies. Current permissible derivatives

for the Pension Fund include FX forwards (N.J.A.C. 17:81) and Futures (N.J.A.C. 17:16-82). Counterparties are limited to those with which DOI has directly executed ISDA and Dodd Frank Protocol Agreements.

3.8.15 PROPOSED STRATEGY(S) PERFORMANCE HISTORY

- A. On table 3.8.15 (A) in Attachment 4, please provide the proposed strategy's monthly composite returns for the last fifteen calendar years (or since inception, if that period is shorter) through March 31, 2025.
- B. On table 3.8.15 (B) in Attachment 4, please provide the proposed strategy's yearly composite returns for the last fifteen calendar years (or since inception, if that period is shorter), as well as for the 3-, 5- & 10-year periods ending March 31, 2025.
- C. Please provide the annual Brinson performance attribution for the proposed strategy for the past five (5) calendar years, as well as for the 3-, 5- & 10-year periods ending March 31, 2025. The attributions should include country selection, sector selection, stock selection and currency. If available, please also provide performance attribution based on risk factors, such as value/growth style risk, momentum, dividend yield, size, earnings variability, profitability, volatility and/or leverage.

3.8.16 COMPOSITE QUALITY

- A. Please indicate which of the following type(s) of portfolios are included in the composite ending March 31, 2025:
 - Fully Discretionary Separate Account Portfolios Only
 - Both Fully Discretionary and Restricted Portfolios
 - Commingled Vehicles
 - Other (Please Specify)
- B. Is the composite for the proposed strategy calculated and presented in compliance with CFA Institute GIPS? If so, what is the initial date of compliance?
- C. Are accounts ever switched from one composite to another? What determines the appropriateness of any such changes?

3.8.17 FRONTIER MARKETS

Does the Bidder currently invest in any Frontier Markets? If so, is it through dedicated Frontier Market mandates or as part of a broader Developing Markets equity strategy or both?

If the Bidder invests in Frontier Markets through a broader Developing Markets strategy:

- A. What has been the average allocation to Frontier Markets for each of the last three calendar years for the proposed strategy?
- B. What is the recommended maximum percentage allocation to Frontier Markets for the proposed strategy?
- C. In which Frontier Markets has the Bidder invested as part of the strategy?
- D. Who at the Bidder is responsible for Frontier Market investing? If this team is separate from the team responsible for the proposed strategy, please explain how Frontier Market investing is integrated into the investment process.

3.8.18 ADDITIONAL INFORMATION

- A. Provide five references of clients who employ the Bidder to manage or advise accounts in the proposed strategy. Include a contact name, phone number, inception date and the market value of the assets the Bidder manages or advises for each reference. Please include longer term clients to the extent possible.
- B. Please provide five references of institutional clients that have discontinued their use of the Bidder's services for the proposed strategy. Include a contact name, dollars (\$ mm) managed or advised at the time of termination, termination date, and the specific reason(s) for termination.
- C. Provide the average commission rate (basis points) paid for trades in the proposed strategy for the years 2022, 2023 and 2024.
- D. Provide the names of the top ten (10) brokers paid via commissions, and total commission dollars paid to each firm for each of the last three years in the proposed strategy.

3.9 PRICE SCHEDULE

- A. As full compensation for the services and all other obligations to be performed by the Bidder, the Bidder shall submit an annual firm fixed price for all services, including travel, performed under Section 4.0 of this RFP. Please complete the Price Schedule attached hereto as Attachment 2.
- B. The State reserves the right to negotiate final price with the Bidder selected to provide these service(s).
- C. The State's obligation to pay 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 DOI by the Legislature for such purposes.

The Bidder must submit its pricing using the format and following the instructions set forth in the State-supplied Price Sheet accompanying this RFP, with initials adjacent to any actual or apparent price alterations. Each Bidder is required to hold its prices firm through award of the Contract and shall not increase such prices during the term of the Contract.

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed.

4.0 SCOPE OF WORK

While Contractor shall work closely with the Investment Policy Committee (IPC) of the SIC, the SIC, the Director, and other applicable DOI staff, Contractor shall report to the State Contract Manager, unless otherwise noted. All requests referenced in this RFP shall be considered to be from the State Contract Manager and all written deliverables shall be to the attention of the State Contract Manager, unless otherwise noted. Contractor shall serve in a fiduciary capacity and shall acknowledge in writing its fiduciary status, without qualification. In all cases, Contractor and its employees will offer advice to DOI solely in the interest of DOI and the plan participants.

Contractor shall perform, the following duties:

4.1 INVESTMENT PARAMETERS AND DOI DIRECTIVES

Contractor shall strictly adhere to all applicable Investment Parameters and DOI Directives, as such terms are defined in the RFP, including, but not limited to, N.J.A.C. 17:16-48, 69, 81 and 82, and other investment objectives and performance standards provided to Contractor by DOI. Contractor shall report to DOI monthly on compliance with the Investment Parameters and DOI Directives and report violations immediately.

4.2 PROVISION OF INVESTMENT ADVICE

- A. Contractor shall provide investment advice for the Account(s) within all applicable Investment Parameters and DOI Directives and will act in good faith and with due diligence.
- B. Contractor shall execute trades on behalf of DOI; provided, however, that Contractor shall obtain approval of trades from the Designated DOI Liaison(s) (as identified upon contract award) before any trades can be executed. It is the intent of DOI to turn around trade approvals as quickly as is practical. It is anticipated that Contractor shall provide a daily list of proposed trades to the Designated DOI Liaison(s) by e-mail (in a format agreeable to DOI) or other method specified by DOI, no later than 4 P.M. prevailing Eastern Time on each Business Day. Pre-Trade approvals are valid for thirty (30) days from the date of approval as outlined in Schedule I of the Investment Adviser Agreement. Upon receipt, the Designated DOI Liaison(s) shall review the list of proposed trades and shall make its best effort to notify Contractor by e-mail whether such trades have been approved, put on hold pending further review, or rejected by close of business the same Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday, or other day on which DOI is authorized or required by law to be closed, between the hours of 8:30 AM to 4:30 PM ET.
- C. At the end of each Business Day or by the opening of the next Business Day, Contractor shall electronically provide a summary of executed trades to the Designated DOI Liaison(s), including, but not limited to, the name and amount of any securities bought or sold, trade date, settlement date, country of trade, currency, SEDOL, ticker, and the price at which such purchases or sales occurred, in a format agreeable to DOI. Upon receipt, the Designated DOI Liaison(s) shall review the summary of executed trades to confirm that such trades have been approved. If a discrepancy is found, DOI will request an explanation of the trade, which explanation shall be provided immediately.
- D. Contractor will provide advice to the Designated DOI Liaison(s) on the exercise of rights, options, warrants, conversion privileges, and redemption privileges, and the tender of securities pursuant to a tender offer ("corporate actions") as promptly as possible after Contractor has received request for such advice from DOI. Contractor shall not vote securities in the portfolio in response to proxies or corporate actions solicited by the issuers of such securities or their agents. Contractor will take no action with respect to legal actions (such as class action suits and bankruptcies) pertaining to assets in the portfolio. However, Contractor will provide advice with respect to such proxies, corporate actions, and legal actions as DOI may reasonably request. The Designated DOI Liaison(s) will review the recommendation(s) and inform Contractor what actions have been taken or voted as appropriate. Under no circumstances shall Contractor execute any legal agreement (including, but not limited to, ISDAs or agreements in connection with the Dodd-Frank Act) on DOI's behalf.
- E. DOI is exempt from income tax in the United States and various foreign countries. Contractor shall assist DOI in maximizing its tax benefits, through either relief at source or tax reclaims. Contractor will provide advice with respect to such foreign tax requirements as DOI may reasonably request.
- F. Contractor shall provide advice with respect to applicable foreign ownership reporting requirements in each applicable market, shall notify DOI regarding the purchase, ownership, and sale of securities to ensure that the Division files such reports by the required deadlines, and shall assist DOI in acquiring and filing the required forms.

4.3 EVALUATION OF PERFORMANCE

The following standards shall be used as guidelines for the evaluation of the investment performance of Contractor. DOI intends to take a quantitative and qualitative approach in assessing the ability of Contractor to generate superior risk-adjusted performance.

- A. Competitive gross return rankings at or above the median of the appropriate asset class index over rolling three-year and five-year periods.
- B. Risk-adjusted, net of fee rates of return exceeding the appropriate DOI benchmark (excluding any securities in which DOI is prohibited, by law or regulation, from investing) over rolling three-year and five-year periods.
- C. Generally accepted performance measures and performance attribution including, but not limited to, standard deviation of return, information ratio, Sharpe ratio, Brinson analysis, and various other measures of market and idiosyncratic risk will be used as appropriate to the analysis.

4.4 REPORTING PROCEDURES

- A. Contractor shall prepare a monthly report to be delivered on a schedule established by DOI that includes those items requested by DOI. These reports may cover, but shall not be limited to, any changes in the account, portfolio monthly statement of position, recent performance of the portfolio, as well as an analysis of the performance of the portfolio relative to DOI's stated benchmark. DOI may request reports on other matters from time to time.
- B. Contractor shall provide a detailed written review to DOI on a quarterly basis, or more often as DOI deems appropriate, and at least one annual presentation in DOI's Trenton office, describing the investment advisory process employed for the portfolio under Contractor's responsibility, an analysis of the major changes that have occurred in the investment markets and in the portfolio in particular since the last report, and an analysis of what benefited or detracted from the period's return. Contractor shall also provide a summary of the key characteristics of the portfolio, the current investment strategy and forward outlook for the portfolio, and a response to any other related issues as requested by DOI.
- C. Contractor shall monitor compliance with State laws, regulations, policies, and procedures, and report thereon. Violations must be reported immediately to DOI's Compliance Officer.
- D. Contractor shall monitor compliance with foreign ownership reporting thresholds and assist DOI in acquiring and filing the required forms by the statutory deadlines.
- E. On an annual basis for the term of the Contract, Contractor shall provide DOI with a copy of its audited financials and Service Organization Control Report (SOC 1 Report).
- F. Contractor shall advise DOI immediately and in writing if any of the following events occur within Contractor's organization:
 - A loss of one or more key people on the management team for the advised mandate
 - A significant change in investment advisory philosophy or portfolio structure
 - A new client representative on DOI's account
 - A change in ownership or control (whether through acquisition, disposition, spin-off, merger, consolidation or otherwise), organizational structure, financial condition, or in business focus of Contractor
 - A substantial loss of assets due to client terminations (not market losses), including, but not limited to, a loss equal to 10% or more of product-specific or firm-wide assets.
 - Any other event or legal action which could be judged to or deemed to adversely impact to a significant degree the operations, integrity or financial position of Contractor or its Principals.

4.5 SECURITIES LENDING

- A. DOI has a securities lending program. DOI's lending agent is responsible for managing the program and complying with its guidelines. Contractor shall work with DOI and DOI's lending agent in conjunction with the securities lending program.
- B. Contractor shall comply with SIC regulations and applicable DOI Directives regarding DOI's securities lending program.

4.6 TRADING AND COMMISSIONS

- A. In carrying out DOI's investment decisions, Contractor is required to conduct its trading practices in a manner consistent with the terms of this RFP and its fiduciary duties.
- B. All trading is to be performed on a "best execution" basis, that is, execution that achieves the best net result when considering all factors including commissions, price, market impact, currency transactions, and ability to fulfill the number of shares desired.
- C. Best execution basis also applies to currency transactions. Contractor shall be expected to execute substantially all currency transactions in-house or be willing to execute through a third party to achieve the lowest possible execution cost. Counterparties to FX forward transactions are limited to those counterparties where DOI has directly executed ISDA and Dodd-Frank Protocol Agreements. Spot FX transactions are not limited to those counterparties. Note that an adviser is not authorized to bind DOI (or any of its funds) to any legal agreement (including, e.g., an ISDA agreement) without the consent and written approval of the Director.
- D. Contractor may trade securities through an affiliated broker only if it has received prior written authorization to do so, and only if such trade is on a best execution basis.
- E. Contractor's Policies and Procedures for broker-dealer selection must meet with the approval of DOI. Further, DOI reserves the right to refuse trading authority to specific broker-dealers who do not meet DOI policy standards. All changes to Contractor's policies and procedures are required to be submitted by Contractor to DOI for approval prior to implementation with respect to the Account. Contractor shall disclose to DOI any "soft dollar" arrangements with brokers.
- F. Contractor shall transmit all trades to DOI's custodian on trade date (please see Section 4.2).

4.7 INVESTMENT ADVISER RECONCILIATION PROCESS

DOI values its portfolios daily and calculates a daily net asset value (NAV) for the Common Pension Funds. Therefore, inquiries made by DOI's custodian on trade-related issues should be researched and responded to promptly and every attempt should be made to resolve the issue within 24 hours to ensure proper settlement and valuation.

The deadline for all trades to be reported to DOI's custodian electronically is trade date by 3:30 PM ET. For same day settlement trades, the deadline is 10:30 AM ET. Reconciliation requirements are as follows:

A. POSITIONS

- 1. Intra-month positions and transactions shall be available online daily. Contractors should verify that their positions reconcile with the records of DOI's custodian daily during the month, and on a weekly basis at a minimum. Any discrepancies must be brought to the attention of DOI and DOI's custodian immediately.
- 2. Unaudited month-end positions will be available online on the 1st business day after month end. Contractors must verify that their positions reconcile with the records of DOI's custodian and bring any discrepancies to attention of DOI and DOI's custodian by close of business on the 3rd business day of each month. Reconciliations should be delivered to DOI and DOI's custodian via e-mail.

B. PRICING

- 1. Upon request, Contractor shall provide a price for a particular security in the portfolio.
- 2. Contractor shall respond to intra-month pricing requests within 24 hours of the request.
- 3. Contractor shall provide a reconciliation of month-end pricing, positions, and portfolio return to DOI's custodian by the end of the 3rd business day of the following month in order to facilitate a timely and accurate month-end valuation.
- 4. Reconciliation of month-end pricing and positions should be provided via e-mail. Contractor should also include a total market value and the reason for any differences.
- 5. Total NAV differences of more than 20 basis points will not be accepted without supporting documentation.
- 6. Any additional items identified after the 5th business day of the month will be addressed on a current month basis.
- 7. Contractor shall ensure that all responsible individuals are aware of these procedures and that proper coverage is in place in the event of vacations or turnover. Strict adherence to these timeframes is critical to ensure accurate daily reconciliation.

4.8 TECHNOLOGICAL REQUIREMENTS

- A. Contractor shall have the ability to direct a data feed to DOI's custodian. This includes transmitting trades to the custodian on trade date and performing daily and weekly reconciliations with the custodian.
- B. The daily delivery of pre-trade advice for approval and post-trade summary reports are currently being done by e-mail utilizing Excel spreadsheets. This process may be placed into an integrated internet environment. It is anticipated that Contractor will work with DOI to facilitate the upgrade of this process.

4.9 SPECIAL SERVICES

In order for DOI to fulfill its fiduciary responsibilities for the State's pension funds, Contractor may be required to perform additional work directly related to this RFP. Such additional work shall be performed pursuant to a written plan developed by Contractor and approved by the State Contract Manager. The plan shall include a detailed budget and timeline for performing the requested services.

5.0 GENERAL CONTRACT TERMS

Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to Contractor. Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all Deliverables and other services required to be provided under this Contract. 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 Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the deliverables or services shall not be construed as a waiver of any rights that the State may have arising out of Contractor's performance of this Contract.

5.1 CONTRACT TERM AND TERMINATION

The base term of this Contract shall be for a period of five (5) years.

This Contract may be extended up to three (3) years with no single extension exceeding one (1) year, by the mutual written consent of Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

Contractor may be terminated for cause pursuant to the Standard Terms and Conditions. Failure to comply with any of the material Contract requirements shall constitute a "for cause" event. In the event of a "for cause" termination, Contractor shall not be entitled to any payment of fees for services provided after the date of the action that forms the basis for such termination.

5.2 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than three hundred sixty-five (365) Calendar Days beyond the expiration date of this Contract, including any extensions exercised without both parties' written consent.

During the transition period, Contractor will be required to continue and complete any previous tasks and statements of work agreed upon prior to the expiration date of the Contract.

5.3 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFP, State Data shall not be disclosed, sold, assigned, leased, or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.
- C. **Vendor Intellectual Property** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Proposal, such terms and conditions must comply with RFP Section 1.2 – Order of Precedence of Contractual Terms.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFP that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Proposal price. In the event Contractor is obligated to flow-down commercially standard third-

party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFP requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFP including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Proposal. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third-Party Intellectual Property. Contractor agrees that its use of Third-Party Intellectual Property shall be consistent with the license for the Third-Party Intellectual Property, whether supplied by Contractor, secured by the State as required by the RFP, or otherwise supplied by the State.

- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not Contractor or any subcontractor or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, on behalf of itself or any subcontractor or third party, hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFP, State Intellectual Property shall not be disclosed, sold, assigned, leased, or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third-Party Intellectual Property that is now owned or subsequently owned by a third party.

5.4 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, Contractor shall identify the substitute personnel and the work to be performed. Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) whom must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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 Contractor has received written approval to proceed from the State Contract Manager.

5.5 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor will be required to receive its payments electronically. To receive payments via automatic deposit from the State of New Jersey, Contractor must complete the EFT information within its **NJSTART** Vendor Profile. Please refer to the Quick Reference Guide (QRG) entitled “Vendor Profile Management – Company Information and User Access” for instructions.

6.0 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

6.1 SECURITY PLAN

Contractor shall submit a detailed Security Plan that addresses Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) Calendar Days after the award of the Contract. The State's approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing Contractor an opportunity to cure, the State may terminate the Contract pursuant to the SSTC.

6.2 COMPLIANCE

Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. Contractor shall document the results of any such reviews.

6.3 PERSONNEL SECURITY

Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established, and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

6.4 SECURITY AWARENESS AND TRAINING

Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability, and privacy. Security awareness and training shall include, at a minimum:

- A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- B. Security awareness training records are maintained as part of the personnel record;
- C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g., network and systems administrators require specific security training in accordance with their job functions); and
- D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

6.5 PRIVACY

If there is State Data associated with the Contract, this section is applicable.

- A. Data Ownership: The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
- B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State

- tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
- C. Security: Contractor agrees to take appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
 - D. Data Transmission: Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
 - E. Data Storage: All data provided by the State of New Jersey or State data obtained by Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. Contractor must not store or transfer State of New Jersey data outside of the United States.
 - F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. No State Data shall be transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
 - G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) notify the State immediately of such Breach of Security, but in no event later than 24 hours after such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under RFP Section 6.11 - Incident Response; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
 - H. Minimum Necessary: Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this RFP and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.
 - I. End of Contract Data Handling: Upon termination/expiration of this Contract Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf; and certify in writing that these actions have been completed within thirty (30) Calendar Days after the termination/expiration of the Contract or within seven (7) Business Days of the request of an agent of the State whichever should come first.
 - J. In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. Contractor shall ensure that all State Data is backed up and is recoverable by Contractor. In accordance with prevailing federal or state law or regulations, Contractor shall report the loss of State Data.

6.6 MEDIA PROTECTION

Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;
- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

6.7 REMOTE ACCESS

Contractor shall strictly control remote access to Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g., encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

6.8 MOBILE DEVICE SECURITY

Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

- A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
- B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
- C. Establishing physical and logical access controls;
- D. Implementing network access restrictions for mobile devices;
- E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g., encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
- F. Establishing approved application stores from which applications can be acquired;
- G. Establishing lists approved applications that can be used; and
- H. Training of mobile device users regarding security and safety.

6.9 PROJECT AND RESOURCE MANAGEMENT

Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the term of the Contract Project and resource management security practices shall include, at a minimum:

- A. Defining and implementing security requirements;
- B. Allocating resources required to protect systems and information; and
- C. Ensuring security requirements are accounted for throughout the term.

6.10 THIRD PARTY MANAGEMENT

Contractor shall implement processes and controls to ensure that risks associated with third parties (e.g., vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

- A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
- B. Due diligence security reviews of suppliers and third parties with access to Contractor's systems and sensitive information;
- C. Third party interconnection security; and
- D. Independent testing and security assessments of supplier technologies and supplier organizations.

6.11 INCIDENT RESPONSE

Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

7.0 MODIFICATIONS TO THE STANDARD TERMS AND CONDITIONS

7.1 INSURANCE

Section 4.2 of the Standard Terms and Conditions is modified by (a) amending the Certificate Holder to read “the State of New Jersey Department of the Treasury, Division of Investment, P.O. Box 290, Trenton, New Jersey, 08625”, (b) amending the email address for certificates and notice of cancellation to read doi@treas.nj.gov; and (c) increasing the minimum amount of professional liability insurance from \$1,000,000 to \$10,000,000.

8.0 PROPOSAL EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

The DOI reserves the right to waive minor irregularities or omissions in a bid proposal. The State also reserves the right to waive a requirement that is not material, provided that:

- the requirement is not mandated by law;
- all of the otherwise responsive proposals failed to meet the requirement; and
- the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

8.2 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Proposal response, including the name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Proposal or submit it to DOI within five (5) Business Days after the deadline for Proposal submission. Written evidence for a specific procurement that is not provided to DOI within five (5) Business Days after the deadline for Proposal submission may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

8.3 CLARIFICATION OF PROPOSAL

After the Proposal submission deadline, unless requested by the State as noted below, Bidder contact with DOI regarding this RFP and the submitted Proposal is not permitted. After the Proposals are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statements contained within the submitted Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions and cannot be used to revise or modify a Proposal.

8.4 STATE'S RIGHT TO CHECK REFERENCES

The State may consult with clients of the Bidder during the evaluation of Proposals. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

8.5 ORAL PRESENTATIONS AND DEMONSTRATIONS

After the Proposals are reviewed, one, some or all of the Bidders may be asked to give an oral presentation concerning its Proposal. The State may request the Bidder to provide a demonstration of the Bidder's systems. A Bidder may not attend the oral presentations or demonstrations of another Bidder.

8.6 SCREENING AND EVALUATION CRITERIA

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an Evaluation Committee.

8.6.1 SCREENING CRITERIA

Bidders must meet the following minimum criteria:

- Bidder must be registered with the Securities and Exchange Commission as an Investment Advisor.
- The lead decision maker(s) for the strategy proposed by the Bidder must have a minimum average of 10 years of industry experience.
- Reported investment performance must be Global Investment Performance Standards (GIPS) compliant, including if porting a track record over from a prior firm.
- Firm-wide assets under management must be equal to or less than \$5 billion.
- The Bidder must have competitive absolute and risk-adjusted performance on a net-of-fee basis relative to the appropriate benchmark and peer group.

Additional screening criteria to be considered may include, but are not limited to: unwillingness to inability to comply with SIC regulations and DOI policies; uncompetitive fees; and historical performance inconsistent with expectations.

8.6.2 EVALUATION CRITERIA

The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP:

- A. The firm's approach and plans to perform the services required by the Scope of Services contained in this RFP;
- B. The firm's documented experience in successfully completing contracts of similar size and scope to the services required by this RFP;
- C. The qualifications and experience of the firm's personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP; and
- D. The overall ability of the firm to mobilize, undertake and successfully complete the contract.

8.7 PROPOSAL DISCREPANCIES

In evaluating Proposals, 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.

8.8 BEST AND FINAL OFFER (BAFO)

DOI may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

DOI may conduct more than one (1) round of BAFO in order to attain the best value for the State. If required, after review of the BAFO(s), clarification may be sought from the Bidder(s).

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price quote in response to this RFP since the State may, after evaluation, make a Contract award based on the content of the initial submission.

8.9 NEGOTIATION

After evaluating Proposals, DOI reserves the right to enter into negotiations with one (1) Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by DOI to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by DOI to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price quote in response to this RFP since the State may, after evaluation, make a Contract award based on the content of the initial submission.

8.10 INVESTMENT ADVISER AGREEMENT

DOI and the Bidder shall enter into an Investment Adviser Agreement, substantially in the form provided as Attachment 3 to this RFP. The Bidder shall propose any changes to the form of the Investment Adviser Agreement during the Question and Answer Period or during negotiations prior to contract award. The Investment Adviser Agreement shall stipulate that Contractor is providing non-discretionary advice and shall outline the procedure by which designated DOI staff shall approve or reject all trades and corporate actions recommended by Contractor.

8.11 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFP. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to State of New Jersey Standard Terms and Conditions Section 5.7(B);
- B. Information contained in Vendor performance records;
- C. Information obtained from audits or investigations conducted by a local, state, or federal agency of the Bidder's work experience;
- D. Current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

8.12 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Proposals is complete, the Evaluation Committee will recommend to the Director for award the responsible Bidder(s) whose Proposal(s), conforming to this RFP, is most advantageous to the State, price and other factors considered.

8.13 RIGHT TO REJECT OR AWARD

DOI reserves the right to reject any or all proposals, or to award in whole or in part, if the State deems it to be in the best interest of the State to do so.

8.14 CONTRACT AWARD

The Contract award will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Proposal(s), conforming to this RFP, is most advantageous to the State, price, and other factors considered. Notice of DOI's intent to award shall be posted on the DOI website:

<https://www.nj.gov/treasury/doinvest/rfp.shtml>.

9.0 GLOSSARY

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

Active Strategies – Pricing timely submitted by a Bidder upon invitation by DOI after Proposal opening, with or without prior discussion or negotiation.

Best and Final Offer or **BAFO** – Pricing timely submitted by a Bidder upon invitation by DOI after Proposal opening, with or without prior discussion or negotiation.

Bidder – An entity offering a Proposal in response to the RFP.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purpose unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director of the Division.

Commercial Off-the-Shelf Software or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

Customized Software - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, “Customized Software” is not permitted to be sold to the State under the scope of this Contract.

Contract – The Contract consists of the Standard Terms and Conditions (SSTC), the RFP, the responsive Proposal submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, RFP Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFP.

Deliverables – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Developing Markets or **International Developing Markets** - Countries that are included in the Morgan Stanley Capital International (MSCI) Equity Index Series for emerging or frontier markets.

Director – The director of the Division of Investment. References to “the Director of the Division of Purchase and Property” within the Standard Terms and Conditions or in any forms referenced in this RFP shall mean the Director of the Division of Investment.

Division or **DOI**– The Division of Investment. References to “the Division of Purchase and Property” within the Standard Terms and Conditions or in any forms referenced in this RFP shall mean the Division of Investment.

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

DOI Directive - Oral or written investment direction provided by the Director or his or her authorized designee regarding investment direction for the portfolio for which Contractor is providing investment advice.

Emerging Markets or **EM** - Countries that are included in the Morgan Stanley Capital International (MSCI) Equity Index Series for emerging markets.

Evaluation Committee – A group of individuals or a DOI staff member assigned to review and evaluate proposals submitted in response to this RFP and recommend a Contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs.

Frontier Markets or FM - Countries that are included in the Morgan Stanley Capital International (MSCI) Equity Index Series for frontier markets.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Investment Parameters – All applicable laws, regulations, policies, and procedures, including amendments thereto.

Investment Strategy (Strategy) – The plan or method an Investment Adviser employs to achieve its investment goals or results within a given market. Examples include fundamental, quantitative, bottom-up, top-down, active, and passive strategies.

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

Market – A broad investment opportunity set, such as Small Cap Equities, Developing Market Equities, and International Equities. For purposes of this RFP, these may also be referred to as “asset classes.”

Market or Asset Class Benchmark – An index of securities deemed to be representative of the investment opportunities within a given market or asset class. Examples include the S&P 500 Index, MSCI EAFE Index, and MSCI International Small Cap Index.

May – Denotes that which is permissible or recommended, not mandatory.

MWBE – Minority/Woman-Owned Business Enterprise.

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information.

Passive Strategies – Strategies managed with a low degree of or zero tracking error, or active risk, relative to a market capitalization weighted benchmark.

Personal Data – means “Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state, or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

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

Proposal – Bidder’s timely response to the RFP including, but not limited to, technical proposal, price quote (including Best and Final Offer), any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFP.

Proposal Submission Deadline - The date proposals will be opened for evaluation and closed to further proposal submissions.

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Request For Proposals or RFP – This series of documents, which establish the bidding and contract requirements and solicits proposals to meet the needs of the Using Agencies as identified herein, and includes the RFP, Standard Terms and Conditions (SSTC), State Price Schedule, attachments, and RFP Amendments.

RFP Amendment – Written clarification or revision to this RFP issued by the Division. RFP Amendments, if any, will be issued prior to the Proposal submission deadline.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

State – The State of New Jersey.

Style –The sub-category or sub-market within which the Investment Adviser operates, reflective of its investment philosophy or approach to investing which looks at the underlying characteristics common to certain types of investments. Examples include “value, growth, core, market cap.”

Unit price Information - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Contract Manager or SCM – The individual responsible for the overall management and administration of the Contract, including directing Contractor to perform the work of the Contract and resolving minor disputes between Contractor and DOI. The SCM cannot direct or approve a Change Order. The SCM will be identified when the Contract is awarded.

State Data - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State Price Schedule – the bidding document created by the State and attached to this RFP on which the Bidder submits its Proposal pricing as is referenced and described in the RFP.

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

Subcontractor – An entity having an arrangement with a Contractor, whereby Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the

Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with Contractor.

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

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

Vendor – Either the Bidder or Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the

use of the Deliverables or which Contractor makes available for the State to use as part of the work under the Contract. Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.