



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

RICHARD J. CODEY
Acting Governor

JOHN E. McCORMAC, CPA
State Treasurer

05/27/2005

TO: All Potential Bidders

RE: RFP #: 06-X-37350
RFP Title: Redesign and Migration of the Casino Enterprise License System to New Platform

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

b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.

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

Date	Time	Event
06/15/2005	5:00 PM	Cut-Off Date For Electronic Questions And Inquiries (Refer to RFP Section 1.3.1.2 for more information)
07/01/2005	2:00 PM	Bid Submission Due Date (Refer to RFP Section 1.3.6 for more information)

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: Wayne.Carmichael@treas.state.nj.us

ATTENTION VENDORS

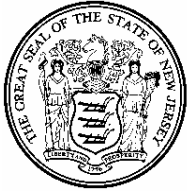
Vendor Information and Bidding Opportunities

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

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

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

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



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 06-X-37350

FOR: Redesign and Migration of the
Casino Enterprise License System
to New Platform

TERM CONTRACT #: T-2317
REQUESTING AGENCY: Casino Control Commission

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 09/15/2005
CONTRACT EXPIRATION DATE: 02/28/2007
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE RFP SECTION 4.4.1.6

DIRECT QUESTIONS CONCERNING THIS RFP TO:
E-MAIL ADDRESS: Wayne.Carmichael@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: Address:

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM
WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 07/01/2005 AT THE
FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET,
9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE
ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR
AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO
UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ N/A OR N/A %.
CHECK THE TYPE OF BID SECURITY SUPPLIED:
ANNUAL BID BOND ON FILE: BID BOND ATTACHED:
CERTIFIED OR CASHIERS CHECK ATTACHED: LETTER OF CREDIT ATTACHED:
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED
OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
PRE-BID CONFERENCE (N/A)
SITE INSPECTION (N/A)
9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY
THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

ADDITIONAL REQUIREMENTS

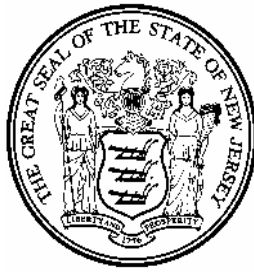
- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM
REGISTRATION) WITH THE BID PROPOSAL.(SEE N.J.S.A. 52:32-44).
11) PERFORMANCE SECURITY: N/A OR N/A %
12) PAYMENT RETENTION 10 %
13) AN AFFIRMATIVE ACTION FORM (ATTACHMENT 3 OF RFP)
14) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHMENT 2 OF RFP)
15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP

TO BE COMPLETED BY BIDDER

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

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

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



Bid Number: 06-X-37350

REQUEST FOR PROPOSAL FOR:

**REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW
PLATFORM**

Date Issued: 05/27/2005

Purchasing Agency

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

Using Agency

State of New Jersey
Casino Control Commission

Table of Contents

1.0 INFORMATION FOR BIDDERS	8
1.1 PURPOSE AND INTENT	8
1.2 BACKGROUND	8
1.2.1 ORGANIZATIONAL STRUCTURE	8
1.2.2 BUSINESS PROCESS	9
1.2.3 CURRENT SYSTEM -- SUMMARY	9
1.2.4 CURRENT SYSTEM -- DETAIL	10
1.2.5 CURRENT SYSTEM- STAND-ALONE PC TRACKING SYSTEMS	11
1.2.6 SUPPLEMENTAL DETAIL -- OVERVIEW OF FINANCIAL PROCESSING,	12
1.2.7 CURRENT SYSTEM -- REPORTS	13
1.2.8 PROPOSED SYSTEM -- SUMMARY	13
1.2.9 TECHNICAL STANDARDS	14
1.3 KEY EVENTS	14
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	14
1.3.1.1 QUESTION PROTOCOL	14
1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	14
1.3.2 MANDATORY SITE VISIT – NOT APPLICABLE TO THIS PROCUREMENT	14
1.3.3 OPTIONAL SITE VISIT – NOT APPLICABLE TO THIS PROCUREMENT	14
1.3.4 MANDATORY PRE-BID CONFERENCE – NOT APPLICABLE TO THIS PROCUREMENT	14
1.3.5 OPTIONAL PRE-BID CONFERENCE: - NOT APPLICABLE TO THIS PROCUREMENT	14
1.3.6 SUBMISSION OF BID PROPOSAL	15
1.4 ADDITIONAL INFORMATION	15
1.4.1 REVISIONS TO THIS RFP	15
1.4.2 ADDENDUM AS A PART OF THIS RFP	15
1.4.3 ISSUING OFFICE	15
1.4.4 BIDDER RESPONSIBILITY	15
1.4.5 COST LIABILITY	16
1.4.6 CONTENTS OF BID PROPOSAL	16
1.4.7 PRICE ALTERATION	16
1.4.8 JOINT VENTURE	16
2.0 DEFINITIONS	17
2.1 STANDARD DEFINITIONS	17
2.2 CONTRACT SPECIFIC DEFINITIONS	18
3.0 SCOPE OF WORK	19
3.1 OBJECTIVES AND APPROACH	20
3.1.1 EXPANDED PROCESSING OF CASINO FINANCIAL DATA IN PROPOSED SYSTEM	22
3.1.2 HIGH-LEVEL FUNCTIONAL SPECIFICATIONS	23
3.1.3 DATABASE MODEL	24
3.1.3.1 VENDOR DATA	24
3.1.3.2 FINANCIAL DATA	25
3.1.3.3 MISCELLANEOUS DATA	25
3.1.4 GENERAL PROGRAM DESIGN	25
3.1.5 MAIN MENU	26
3.1.6 SEARCH FUNCTION	26
3.1.7 SEARCH RESULTS DISPLAY FUNCTION	27
3.1.8 VENDOR EVENT SELECTION FUNCTION	27
3.1.9 EVENT DETAIL FUNCTION	27
3.1.10 EVENT QUALIFIER DISPLAY	27
3.1.11 "TRADING AS" / VENDOR CROSS REFERENCE DISPLAY	27
3.1.12 FINANCIAL DATA DISPLAY / FINANCIAL DATA ENTRY	27
3.1.13 VENDOR DATA ENTRY	27
3.1.14 TABLE FILE MAINTENANCE	28
3.1.15 MENU ITEM MASTER MAINTENANCE	28
3.1.16 MENU ITEM DETAIL MAINTENANCE	28
3.1.17 CHANGE HISTORY DISPLAY FUNCTION	28
3.1.18 CHANGE HISTORY ARCHIVE FUNCTION	28
3.1.19 REPORT NOTES	28
3.1.20 DIAGRAMS	28

3.2 PROJECT IMPLEMENTATION PLAN.....	31
3.2.1 PROJECT APPROACH.....	31
3.2.2 PROJECT RESOURCES.....	31
3.2.3 PROJECT DETAILED TASKS.....	31
3.2.4 PROJECT DELIVERABLES.....	31
3.2.5 WARRANTY.....	31
3.2.6 MAINTENANCE AFTER WARRANTY EXPIRATION.....	31
4.0 PROPOSAL PREPARATION AND SUBMISSION.....	32
4.1 GENERAL.....	32
4.2 PROPOSAL DELIVERY AND IDENTIFICATION.....	32
4.3 NUMBER OF BID PROPOSAL COPIES.....	32
4.4 PROPOSAL CONTENT.....	32
4.4.1 SECTION 1 – FORMS.....	32
4.4.1.1 OWNERSHIP DISCLOSURE FORM.....	32
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION.....	33
4.4.1.3 AFFIRMATIVE ACTION.....	33
4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE.....	33
4.4.1.5 EXECUTIVE ORDER 134.....	33
4.4.1.6 SET ASIDE CONTRACTS.....	33
4.4.1.7 EXECUTIVE ORDER 129.....	33
4.4.1.8 BID BOND – NOT APPLICABLE TO THIS PROCUREMENT.....	33
4.4.2 SECTION 2 - TECHNICAL PROPOSAL.....	34
4.4.2.1 MANAGEMENT OVERVIEW.....	34
4.4.2.2 CONTRACT MANAGEMENT.....	34
4.4.2.3 CONTRACT SCHEDULE.....	34
4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN.....	34
4.4.2.5 POTENTIAL PROBLEMS.....	35
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE.....	35
4.4.3.1 LOCATION.....	35
4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC).....	35
4.4.3.3 RESUMES.....	35
4.4.3.4 BACKUP STAFF.....	36
4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM).....	36
4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE.....	36
4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER.....	36
4.4.3.8 SUBCONTRACTOR(S).....	36
4.4.3.9 DISCLOSURE OF INVESTIGATIONS/LITIGATION.....	37
4.4.4 SECTION 4 - COST PROPOSAL.....	37
5.0 SPECIAL TERMS AND CONDITIONS.....	38
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS.....	38
5.2 STATE CONTRACT MANAGER.....	38
5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	38
5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER.....	38
5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER.....	39
5.3 PERFORMANCE BOND – NOT APPLICABLE FOR THIS PROCUREMENT.....	39
5.4 BUSINESS REGISTRATION.....	39
5.5 CONTRACT TERM AND EXTENSION OPTION.....	40
5.6 CONTRACT TRANSITION.....	40
5.7 AVAILABILITY OF FUNDS.....	40
5.8 CONTRACT AMENDMENT.....	40
5.9 CONTRACTOR RESPONSIBILITIES.....	40
5.10 SUBSTITUTION OF STAFF.....	41
5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	41
5.12 OWNERSHIP OF MATERIAL.....	41
5.13 DATA CONFIDENTIALITY.....	42
5.14 NEWS RELEASES.....	42
5.15 ADVERTISING.....	42
5.16 LICENSES AND PERMITS.....	42
5.17 CLAIMS AND REMEDIES.....	42
5.17.1 CLAIMS.....	42
5.17.2 REMEDIES.....	42

5.17.3 REMEDIES FOR NON-PERFORMANCE	42
5.18 LATE DELIVERY	42
5.19 RETAINAGE	43
5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK.....	43
5.21 SUSPENSION OF WORK	43
5.22 CHANGE IN LAW	43
5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE).....	43
5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	43
5.25 FORM OF COMPENSATION AND PAYMENT	44
5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD NOT APPLICABLE TO THIS PROCUREMENT	44
5.26 CONTRACT ACTIVITY REPORT – NOT APPLICABLE TO THIS PROCUREMENT	44
5.27 REQUIREMENTS OF EXECUTIVE ORDER 134.....	44
5.27.1 DEFINITIONS.....	45
5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134.....	45
5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	45
5.27.4 STATE TREASURER REVIEW.....	46
5.28 REQUIREMENTS OF EXECUTIVE ORDER 129.....	46
5.28.1 SOURCE DISCLOSURE REQUIREMENTS.....	46
5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129	46
5.29 CONFLICT OF OBLIGATIONS.....	47
5.30 CODE OF ETHICS	47
5.31 MODIFICATIONS AND CHANGES TO THE STANDARD TERMS AND CONDITIONS	47
5.31.1 PATENT AND COPYRIGHT INDEMNITY.....	47
5.31.2 INDEMNIFICATION.....	48
5.31.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE.....	48
6.0 PROPOSAL EVALUATION/CONTRACT AWARD.....	49
6.1 PROPOSAL EVALUATION COMMITTEE.....	49
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	49
6.3 EVALUATION CRITERIA	49
6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP.....	49
6.3.2 THE BIDDER'S COST PROPOSAL.....	50
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO).....	50
6.5 CONTRACT AWARD.....	50
7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES.....	51
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM	52
ATTACHMENT 1A - DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER.....	53
ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM.....	54
ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT	55
ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS.....	58
ATTACHMENT 5 - PRICE SCHEDULES.....	62
ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION.....	74
ATTACHMENT 7 - RECIPROCITY FORM	75
ATTACHMENT 8 – CODE OF ETHICS	75
ATTACHMENT 9 – CONFIDENTIALITY AGREEMENT	102
ATTACHMENT 10 – CERTIFICATION OF CONFLICT OF INTEREST FORM.....	104
APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS	105
APPENDIX A: FILE NAMES AND DESCRIPTIONS – CURRENT SYSTEM.....	112
APPENDIX B: ENTERPRISE REPORTS, DATA QUERIES, AND FILE TRANSFERS.....	139
APPENDIX C: SAMPLE PAGES – PAYEE CHECK AND VENDEE CHECK REGISTER.....	165
APPENDIX D: DATAEASE DATABASES – FUNCTIONAL OVERVIEW AND OUTPUTS.....	168
APPENDIX E: QUALIFICATIONS AND EXPERIENCE SUMMARY.....	223

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

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

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor to migrate the Casino Control Commission's mainframe application, the Enterprise Licensing System, and consolidate various ancillary tracking databases from its existing systems to a new state-of-the-art system utilizing the IBM i-Series platform.

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

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

1.2 BACKGROUND

The Casino Control Commission ("Commission") is responsible for administering the New Jersey Casino Control Act ("Act") and its attendant regulations, in order to assure public trust and confidence in the regulatory process and casino operations. The Legislature also established another independent state agency – the Division of Gaming Enforcement ("DGE") to assist the Commission to implement its mandate to regulate and control all aspects of legalized casino gaming. The DGE is an arm of the New Jersey Attorney General.; Among its duties is to perform background investigations of those enterprises that conduct business with casino hotels in New Jersey and report the results of those investigations to the Commission.

As of May 30, 2004, the Atlantic City casino industry consisted of twelve licensees, each of which was granted an opening date between 1978 (Resorts) and 2003 (Borgata). Additionally, one casino opened in 1981 and closed in 1989 (Atlantis); and more casinos are anticipated to open in the future. The Commission has significant responsibility since gaming in Atlantic City represents a capital investment of \$6.8 billion and has created approximately 50,000 jobs.

1.2.1 ORGANIZATIONAL STRUCTURE

Within the Commission, the Enterprise License Unit ("ELU") is responsible for overseeing the registration or licensing of all enterprises that do business with the New Jersey casinos and monitoring those business relationships to ensure that the casinos are in compliance with the Act and Commission regulations.

To accomplish this, the ELU processes registration forms (Vendor Registration Forms (VRF), Junket Enterprise Registration Forms and Notices of Intent to Conduct Enterprise(NICE) Business) and applications for Casino Service Industry ("CSI") licenses (gaming, non-gaming and junket). In addition, ELU monitors financial transactions between the casinos and enterprises with which they transact business, reviews and approves the internal control procedures for purchasing and disbursement developed by each casino, and handles the issuance and renewal of most CSI licenses. The staff also addresses policy issues and works closely with other divisions of the Commission and the DGE to fulfill its duties. It is the Commission's obligation to prevent persons with known criminal records, habits and associations from having involvement with or influence over casino operations, including by way of example, involvement with enterprises that conduct business with casinos. Among its duties, the Commission is empowered to collect all license applications and fees, and after reviewing the DGE's investigative results, is responsible for determining whether the enterprises meet licensing standards and if so, to issue or renew the appropriate license.

The ELU is divided into two operating sections; each monitors and controls the activities of a different group. One section receives reviews and processes registration forms and financial reports filed by the casino hotels; the other interacts with enterprises regarding their application filing requirements and subsequent license status.

1.2.2 BUSINESS PROCESS

In authorizing casino gaming to be offered in Atlantic City, the New Jersey Legislature identified in the Act a number of policy statements concerning the reasons for strict regulation and control over gaming activity conducted in casinos licensed by the State. Among them was for the Commission and DGE to determine whether enterprises are suitable to be associated with casinos. Casinos are required to file a registration form on behalf of every enterprise with which they conduct business, unless the enterprise has a current registration or is an applicant for or holder of a CSI license. These registration forms provide the Commission and DGE with limited information about the enterprises and their principal employees so that the DGE can conduct preliminary criminal background checks. On average, the ELU processes approximately 3,300 registration forms a year.

Casinos are also required to file with the Commission a description of their internal procedures and administrative and accounting controls. These include a description of how the casino ensures that it transacts business only with appropriately registered or licensed companies, and its procedures for ensuring that it files with the Commission all required registration forms and for financial reporting of business transacted with enterprises.

CSI licensing requirements in the Act differ based upon whether the enterprise is providing gaming-related or non-gaming-related goods or services. Licensing requirements are more stringent for gaming-related enterprises. The Act provides only two ways for enterprises that want to provide gaming-related goods or services to do business: either they must be licensed, or if they are applicants, they may be granted approval on a transaction-by-transaction basis upon a showing of good cause by a casino.

Enterprises that provide non-gaming goods or services or junket services may do so as a registrant, at the discretion of the Commission, until they reach the financial threshold of business that requires them to file for a CSI license application. ELU determines when an enterprise has reached the financial threshold through a review of the financial reports submitted by the casino hotels to the Commission. The majority of enterprises providing non-gaming related goods or services never reach the threshold of business that requires them to file for licensure.

CSI license applications require the disclosure of information on behalf of the enterprise itself, as well as for all qualifiers (typically the officers, owners, partners or directors of a company and any persons authorized to negotiate or enter into agreements with casino hotels). ELU forwards copies of all CSI license applications to the DGE so that it may comprehensively investigate the applicant and its qualifiers. In order for an enterprise to be granted a license, the Commission must be convinced, after reviewing the DGE's investigative report, that the enterprise and its qualifiers have the appropriate good character, honesty and integrity to be associated with casinos.

All categories of CSI licenses are granted and renewed for specified terms, which vary depending upon the type of license.

1.2.3 CURRENT SYSTEM -- SUMMARY

The current system used by ELU was developed in the early 1980s, resides on a mainframe and is supported by an independent state agency. The last major modification was made approximately 13 years ago. The database maintains information about every company (enterprise) that has conducted business with New Jersey casino hotels and all key personnel (qualifiers) associated with those enterprises.

Users can view the current registration or license status of each enterprise, as well as page back to view prior licensing or registration cycles. The database provides for comprehensive cross-referencing of enterprises to other enterprises, and of qualifiers to multiple enterprises. In addition to maintaining information about enterprises and qualifiers, the system also maintains records of payments made by each casino to each enterprise. Users can view both the current and historical financial data associated with each enterprise.

Over time, ELU users developed eight (8) PC tracking systems to supplement processing on the mainframe system. Most of these supplemental systems are used for interim caseload management. In addition to allowing for updating of individual records with comments by the analysts, the PC tracking systems perform processing that groups records by the next required processing step. Data elements are exported from the database into word processing software for the generation of form correspondence and reports. One of these stand-alone databases is designed to maintain financial data of payments made by enterprises to casino hotels; this database also is used to generate reports for licensing determinations.

1.2.4 CURRENT SYSTEM -- DETAIL

- 1) As noted in the background summary ([1.2 BACKGROUND](#)), the existing system was implemented in stages beginning in the early 1980s. It was developed and is currently supported on a mainframe by another state agency – the Office of Information Technology (OIT). The system was written in COBOL language. The existing system is comprised of 17 files (16 database files plus an index file) (see Appendix A, containing file names and descriptions) and has 21 screens. Inquiry screens are accessed by non-ELU users, including the DGE, via pc's emulating 3270 protocol on the iSeries system. The system was designed to maintain information about every enterprise that has conducted business with the casino hotels and all qualifiers associated with those enterprises.
- 2) The database contains historical information about enterprises and qualifiers, as well as displaying the current status of enterprises. Currently there are over 65,500 enterprise records; the actual number of associated qualifier records is unknown, but users estimate an average of 5-6 qualifiers per enterprise.
- 3) The system has files designed to facilitate cross-referencing of enterprises to other enterprises and qualifiers to different enterprises; screens display relevant cross-referencing information.

Examples of cases where records are cross-referenced include:

- a. Associating an enterprise's new name to the name under which original record was established
 - b. Associating parent and subsidiary enterprises
 - c. Associating a qualifier to all enterprises with which he or she is associated (and he or she may be in a different status in each enterprise)
 - d. Associating a "new" record to an "old" when an enterprise experiences a change in ownership
- 4) Financial files exist in which the most current information available of payments made by each casino hotel to each enterprise is maintained, as well as historical information about an enterprise's financial history. Because of its complexity, a more detailed description of the processing of financial information will be provided later in this section.
 - 5) The system also has a table file, restricted to authorized supervisory users, which performs a number of functions. Through the table file, authorized supervisory users can control access to the database and screens; modify, add or delete what the system recognizes as "valid" codes for certain key fields and identify selection parameters for certain batch reports.
 - 6) Screens enable users to perform look-ups in the system using enterprise name, qualifier name, federal id# (fid#), or the unique enterprise identifying number (vendor id#, or VID). Once a match is found, users can move to the most current enterprise status screen, or page back to screens displaying previous registration or licensing cycles.
 - 7) Updating occurs in three ways:
 - a. most is done via user data entry into the mainframe system on update screens restricted by function;
 - b. some updates of date and status fields are system generated after the completion of batch processing on the mainframe system
 - c. most financial records are updated by uploading data from a file on the iSeries that is used for reading and processing of magnetic media/NetFile submitted by the casino hotels.
 - 8) The financial screen for each enterprise shows the most current 12 months of financial reporting; it displays payments on a rolling 12-month period, updated each month. For each enterprise record totals are displayed across by casino hotel, down by report month, and with a grand total of all payments.

- 9) Data entry by the users is a specialized function limited predominantly to one person in each operating section. Much of it is performed in connection with front end processing – the acceptance and logging of enterprise registration forms, of initial and renewal CSI license applications and the qualifiers associated with the filings. Users also update date and status fields in connection with processing occurring after the acceptance of registrations and applications. Such processing can include a request to withdraw the pending application, receipt of a DGE investigative report, and the issuance or denial of a pending license application after review of the DGE’s report.
 - a. In addition, subsequent to the logging of registrations and applications, users often receive correspondence advising of changes to the enterprise or qualifier information. Inputs typically are the registration forms and license applications themselves and update transmittal sheets that accompany correspondence that serves as a source document for updating. In addition, users enter corrections to financial records that were previously updated as part of the processing on the iSeries of the magnetic media/NetFile submitted by the casino hotels.
- 10) The Commission's iSeries model 810 is currently running V5R2 of OS/400 and will be upgraded to V5R3 prior to the start of the project. Client PC's are connected to the iSeries using TCP/IP and Client Express. Client PC's are using primarily the Windows XP Professional operating system. LAN servers are running Windows 2000 server.

11) Additional detail of the legacy system to be migrated:

a. Software	Number of programs	Lines of Code
Online	24	51,565
Batch	20	18,558
Dy1280	37	15,154
Copy Members	19	1,145
Sub-Routines	5	664
DB Files	17	

1.2.5 CURRENT SYSTEM- STAND-ALONE PC TRACKING SYSTEMS

- 1) The current system is designed to maintain and display information about application statuses, e.g., acceptance of a license application; withdrawal of a license application; the issuance or renewal of a license; the denial, suspension or revocation of a license. Users found that the system did not fully address their need for caseload management and documenting staff contact with enterprises during interim stages of processing. Nor did the mainframe system allow staff to export data elements into word processing software for the generation of form correspondence, license certificates and reports to document the hard copy files. To address these deficiencies, users developed eight stand-alone pc tracking systems (built in DataEase) to supplement the existing mainframe system. These are:
 - a) Initial Request
 - b) Renewal Request
 - c) Administrative Removal
 - d) Failure to File,
 - e) Withdrawal
 - f) Initial License
 - g) Renewal License
 - h) Vendee Tracking System
- 2) With regard to databases a through g, the screens contain many data elements that also appear on the mainframe system, so there is duplicate data entry inherent in their use, but they also contain fields not included on the mainframe system, including a “comments” field. Once an enterprise has passed through its interim processing and is at a final stage – e.g., its application is accepted or license is issued – the enterprise’s record is deleted from the DataEase database and appropriate status updates are made to the enterprise’s record on the mainframe system. Each database has data entry and menu screens and programs that do limited processing (called “procedures” in DataEase) by updating fields with processing codes, or exporting data into word processing software. In addition, each database also has procedures that generate reports used for periodic monitoring of the status of all records, and for obtaining necessary supervisory approvals for all actions to close out records.

- 3) The remaining (eighth) pc database, the vendee tracking system, contains financial records of payments by enterprises to casinos. In most business transactions with the casino industry, enterprises provide goods or services to, and get paid by, casinos (payee transactions). A small group of companies conduct business by purchasing goods or services from and making payment to casinos (vendee transactions). A typical example of an enterprise transacting vendee business is a shop that is owned and operated by an enterprise that leases space from the casino. In both transaction types, payee and vendee, licensing is required if the enterprise meets the monetary financial threshold.
- 4) The existing mainframe system was not designed to record vendee financial transactions or to generate reports for licensing determinations based on vendee transactions. The vendee tracking system was designed to address these deficiencies. Like the other seven tracking systems, it was built in DataEase, has data entry screens and allows users to generate reports. Unlike the others, it was not designed for interim tracking. Therefore the database contains both current and historical financial information for each record. The ELU updates the database as part of the processing of the monthly financial reporting submitted by casinos.

See [Appendix D](#): for a functional overview and detailed analysis of the outputs of the PC databases.

1.2.6 SUPPLEMENTAL DETAIL -- OVERVIEW OF FINANCIAL PROCESSING,

- 1) Processing of financial information begins with the Purchasing and Disbursement report, a multi-component document that each casino is required to file every month. All but one component is provided in hard copy form. The single exception is a magnetic tape/NetFile transfer.
- 2) The largest component, the Payee Check Register, lists every check cut from the casino's accounts payable system during the report month. Some of those payments are made to enterprises that are applicants or registrants, for bona fide business transactions that fall under the Commission's jurisdiction. Other payments are for transactions considered exempt from registration and licensing requirements, e.g., employee reimbursements, payments made in settlement of guest losses, and charitable contributions. When the payment is for a bona fide business transaction, the casino must report the enterprise's unique vendor id# (assigned by ELU); when the payment is for an exempt transaction, the casino is to report the appropriate exempt code category as established by Commission regulation.
- 3) The magnetic tape/NetFile is the subset of all payments made directly by the casino in the report period to enterprises with unique vendor id#s; that is, records of all payments made to enterprises pursuant to business transactions under the Commission's jurisdiction for licensing and registration.
- 4) The remaining components are the Vendee Report, a listing of accounts receivable transactions where the casino provided goods or services for which it was paid by enterprises; a register identifying payments made in prior financial reporting periods that have been voided in whole or in part by the casino in the current period; a register identifying payments made by a casino for business transacted before the enterprise has been assigned its unique vendor id#; an inter-company payment register, used when a familial entity makes payment on the casino's behalf for a good or service obtained for the casino's benefit, and a subcontractor register, for payments made by a general contractor to subcontractors working on a construction project on-site at the casino. None of the payments in the remaining components meet the selection criteria that would cause them to be included on the magnetic tape/NetFile transfer.
- 5) Processing of the magnetic tapes/NetFile transfers is done on the Commission's iSeries. Each month all of the magnetic tapes/NetFile transfers are read to make certain they are in the correct format and contain records for the current financial reporting period. The records are then merged, placed in a file on the iSeries and uploaded onto the mainframe system, thus accomplishing the monthly financial rollover. Most of the updating of the financial file on the mainframe system is done in this manner.
- 6) The financial rollover triggers several actions: the financial record for each enterprise is updated to reflect the new 12-month financial period, the vendor financial history file is updated, a system-generated update is made to the record of each enterprise that has just met the monetary threshold for licensing determinations and a series of batch reports is generated.

- 7) Several of these reports identify those enterprises that, as of the financial rollover, have received payments that cause them to meet the monetary thresholds that may require them to file applications for licenses. The other reports are exception reports identifying enterprises that are inactive in the enterprise licensing system and to which the casinos have reported making payments. Financial rollovers of December and June payments generate additional reports used to derive aggregate reporting of the casino industry's fiscal and calendar year financial activity with enterprises.
- 8) In addition, users update the mainframe system to make any financial corrections required after reviewing the components of the monthly purchasing and disbursement summary report; and they will update the stand-alone PC tracking system with the most current vendee payments and generate reports of those venders who have met the monetary thresholds for licensing determinations. (copies of sample Payee and Vendee check registers are attached as [APPENDIX C](#))

1.2.7 CURRENT SYSTEM -- REPORTS

- 1) Users obtain two types of reports from the mainframe -- batch reports and "data queries". Data queries are ad hoc reports that users build using query language on the OIT Mainframe Enterprise Database Management System – Datacom/Dataquery. Currently ELU uses 77 reports (43 OIT batch, 8 OIT data queries, 19 iSeries reports/files, 3 iSeries queries, and 4 electronic transfers) to conduct the business. Samples of the mainframe reports include but are not limited to listings of registration and licensing statuses of enterprises, management reports that identify where pending cases are assigned, reports used for making licensing determinations (generated after processing of financial updates to the system) and reports identifying updates made to the system. (See [APPENDIX B](#)).
- 2) In addition, the eight PC tracking systems also have reports that are described in detail in [APPENDIX D](#).
- 3) Users require all of these existing reports, or their functional equivalents, to be converted or redesigned as part of the design and implementation of the iSeries-based replacement to the current system. It is required that the Proposed System be designed and documented so that the creation of additional reports outside of the scope of this project can be performed utilizing standard iSeries programming procedures and/or 3rd-party reporting software.

For bidding purposes, assume the current level of reports.

1.2.8 PROPOSED SYSTEM -- SUMMARY

It is the Commission's intent to replace the current system, migrate data in the current system and integrate the new system with above mentioned stand-alone DataEase tracking systems, since it has completed its life cycle and is no longer servicing the needs of the Commission efficiently. The Commission intends to replace the current system with a state-of-the-art technology system ("Proposed System"), which satisfies the current requirements.

In the Proposed System, casinos shall submit required data regarding financial transactions with companies to the Commission via the Internet. The Proposed System must then automatically document the electronic filing date for each submitted file or file sets. The data shall be received by the Commission as DB2/400 format or MS Word/Excel format or in a format pre-approved by the Commission. The received data shall be processed on the iSeries and shall create the necessary cumulative numbers that are used in the ELU reports. Validity checks shall be performed on the received data, and integrated with the historical data that resides on the iSeries, when appropriate.

This document describes the functional requirements of ELU that involve the submission of data from the casinos to the Commission via the Internet, the development of an iSeries database, a PC download link which provides communications with Microsoft Word/Excel, and implementation of standard and ad-hoc reports. The specifics of how best to achieve the design and timeframe to complete and deliver the project described herein shall be up to the creativity of the bidder.

1.2.9 TECHNICAL STANDARDS

There are, however, specific technologies that the Commission intends to incorporate in the design of the Proposed System which include Visual Basic.NET, DB2/400 database, TCP/IP, OLEDB, ADO.NET, database journaling, User Spaces, Data queues, Socket programming, iSeries security, Client/Server, Client Express/400 APIs, Windows API's, stored procedures, triggers, referential integrity, Windows 98/2000/XP, and ILE RPG. Proposed internet security related tools include VeriSign and PKI for Digital Signatures.

In general, solutions for the Proposed System must be designed to require minimal training and follow the natural patterns of information flow within the ELU. Equally important is the smooth integration of the Proposed System with the Commission's general office automation scheme and main applications. Also, the number of casino operators, as well as the number and type of businesses reported can change. Consequently, the ability to accommodate such changes is necessary. Upon completion, the Proposed System should dramatically enhance the efficiency of ELU's operations and ability to carry out its public responsibilities

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

E- Mail: Wayne.Carmichael@treas.state.nj.us

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

1.3.1.1 QUESTION PROTOCOL

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **06/15/2005**. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT – NOT APPLICABLE TO THIS PROCUREMENT

1.3.3 OPTIONAL SITE VISIT – NOT APPLICABLE TO THIS PROCUREMENT

1.3.4 MANDATORY PRE-BID CONFERENCE – NOT APPLICABLE TO THIS PROCUREMENT

1.3.5 OPTIONAL PRE-BID CONFERENCE: - NOT APPLICABLE TO THIS PROCUREMENT

1.3.6 SUBMISSION OF BID PROPOSAL

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

<u>DATE:</u>	07/01/2005
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: www.state.nj.us/treasury/purchase/directions.htm

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

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

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

All bid proposals, with the exception of information determined by the Director to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

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

2.1 STANDARD DEFINITIONS

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

All Inclusive Hourly Rate - A rate that incorporates all direct and indirect costs including, but not limited to fees and/or profit, general clerical and administrative support, materials, supplies, all documents, forms and reproductions and all travel expenses.

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property

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

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

May - Denotes that which is permissible, not mandatory.

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

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

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

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

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

State - State of New Jersey.

Task – A discrete unit of work to be performed.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

ADO – ActiveX Data Object - Microsoft's library for accessing data sources through OLE DB. Typically it is used to query or modify data stored in a relational database.

API – Application Programming Interface - The interface (calling conventions) by which an application program accesses the operating system and other services. An API is defined at source code level and provides a level of abstraction between the application and the kernel (or other privileged utilities) to ensure the portability of the code

COBOL – COmmon Business Oriented Language - A programming language for simple computations on large amounts of data, designed by the CODASYL Committee in April 1960. COBOL's natural language style is intended to be largely self-documenting. It introduced the record structure

Certificate Authority - (CA or "Trusted Third Party") an entity (typically a company) that issues digital certificates to other entities (organizations or individuals) to allow them to prove their identity to others. A Certificate Authority might be an external company such as VeriSign that offers digital certificate services or they might be an internal organization such as a corporate MIS department. The Certificate Authority's chief function is to verify the identity of entities and issue digital certificates attesting to that identity.

Enterprise – a company that has conducted business with New Jersey casino hotels.

FTP – File Transfer Protocol - A client-server protocol which allows a user on one computer to transfer files to and from another computer over a TCP/IP network. Also the client program the user executes to transfer files. It is defined in STD 9, RFC 959.

GUI – Graphical User Interface - The use of pictures rather than just words to represent the input and output of a program

HTML – HyperText Markup Language - hypertext document format used on the World-Wide Web

ILE RPG – Integrated Language Environment Rapid Program Generation Language -

OLE DB- Object Linking and Embedding for Databases

OOB – Object Oriented Programming - The use of a class of programming languages and techniques based on the concept of an "object" which is a data structure (abstract data type) encapsulated with a set of routines, called "methods", which operate on the data. Operations on the data can only be performed via these methods, which are common to all objects that are instances of a particular "class". Thus the interface to objects is well defined, and allows the code implementing the methods to be changed so long as the interface remains the same

PKI – Public Key Infrastructure - A system of public key encryption using digital certificates from Certificate Authorities and other registration authorities that verify and authenticate the validity of each party involved in an electronic transaction.

Proposed System – a state-of-the-art technology system that will replace the current system

Qualifiers – key personnel (typically the officers, owners, partners or directors of a company and any persons) authorized to negotiate or enter into agreements with casino hotels

TCP/IP – Transmission Control Protocol/Internet Protocol - The de facto standard Ethernet protocols incorporated into 4.2BSD Unix. TCP/IP was developed by DARPA for internetworking and encompasses both network layer and transport layer protocols. While TCP and IP specify two protocols at specific protocol layers, TCP/IP is often used to refer to the entire DoD protocol suite based upon these, including telnet, FTP, UDP and RDP.

3.0 SCOPE OF WORK

This section describes the Commission's current situation, specific project objectives and the approach used for the detailed tasks that shall be performed under the scope of the work. The Commission emphasizes that it is not the goal of this procurement to merely replicate, or even incrementally improve, the existing legacy application. Rather, the procurement has the fundamental goal of achieving major improvements in its information systems and business processes, including the following strategic objectives:

- A. To support its mission to administer the Casino Control Act, the Commission requires quick and easy access to all of its information, both current and historical, about enterprises and their qualifiers that have transacted business with the New Jersey casino industry. This is essential to the ability of the Commission to ensure that unqualified or disqualified ancillary industries do not derive economic benefit through transacting business with New Jersey's casino industry.
- B. Because the Commission's current iSeries applications were developed at different times, it is important that the new system has a consistent and uniform GUI user interface across all current required modules.
- C. The Commission has been granted a variance from circular letter 97-05-OTS (Year 2000 Compliance Policy) with respect to the enterprise system because of its stated business decision to redesign the current system and migrate it to the Commission's iSeries platform. This procurement will enable the Commission to meet its obligation to make the enterprise system both functionally and database Y2K compliant.
- D. Certain data (i.e., interim caseload processing and analyst comments and records of payments from vendors to casinos) are not presently captured on the existing legacy system. The new system must be able to record this and other additional information as identified during the user interview sessions. Capturing this data will result in benefits to users by eliminating duplicate data entry and allowing for enhanced compliance monitoring. Integration of additional financial information may also result in additional application filings and consequently, in modest increases in application fee revenue. In addition, the new system design should employ techniques that improve overall data quality, including system-generated updating, wherever feasible. While the existing legacy systems use data validation criteria at entry time, current technologies afford a wider array of techniques to facilitate quality assurance and they should be used to the greatest extent as appropriate.
- E. By achieving the objectives stated above, the new system will help streamline front-end processing by reducing the time expended in duplicate data entry, while providing for an enhanced level of data quality. The integration of data not presently captured on the legacy system and the enhancement of data validation criteria will permit ELU users to determine whether all requisite registrations and license applications have been filed. These improvements should result in users' ability to respond more quickly and comprehensively to casinos and to vendors about changes in registration and licensing status.
- F. The current system has completed its life cycle and is no longer servicing the needs of the Commission efficiently; its aging technologies make system changes/enhancements, and even routine maintenance, more difficult and costly to support. While the Commission does not anticipate any immediate budgetary reductions resulting from this procurement, replacing the current system with a fully integrated state-of-the-art system will position the Commission to take advantage of future technological advances. Users see the opportunity for integration of the enterprise system data with data in other related systems resident on the Commission's iSeries (such as the Employee License System) as a potential benefit in efficiency for the agency as a whole.
- G. The new system will help the Commission improve service to the casino industry, casino vendors looking to do business in New Jersey, and the public, including governmental representatives in other gaming jurisdictions. It has the potential to allow for relevant data sets to be made available via the Internet and/or the statewide area network (Garden State Network, GSN), thereby providing these customer groups with access to non-confidential licensing and registration status information more quickly and easily. The new system will also establish a foundation upon which additional Internet-enabled business processes can be built.
- H. The Commission presently maintains a web site at <http://www.nj.gov/casinos/>. While the current web page provides significant information to applicants and others, it does not presently provide dynamic access to any of our legacy data. As the Internet will play an increasingly important role in providing services to the casinos and applicants, the new system must be designed to easily accommodate future web-enabled access to our public domain information and to easily allow for the development of Internet based business processes, such as:

- a. Allowing casino personnel, vendors, gaming regulatory officials or the public to check the registration or license status of companies and to identify active qualifiers associated with those companies.
 - b. Allowing casino personnel, gaming regulatory officials or the public to access reports that identify enterprises that are permitted to transact casino business and all active qualifiers associated with those enterprises, as well as reports identifying those enterprises with which casinos are not permitted to transact business.
 - c. Allowing, upon implementation of necessary policy changes and technological enhancements, casinos to file registration forms and companies to file casino service industry license applications on-line.
- I. The Commission's current legacy systems were developed using standard procedural coding techniques in use in the early 1980s. In contrast, the new system must be developed using current methodologies, which may include object oriented design, or development using a multi-tier approach via a client/server relational database. The Commission is therefore not interested in a system that is developed using procedural code, nor is it interested in canned or off-the-shelf software for which the source code is not available. Rather, the Commission is looking for a contractor who can develop a state-of-the-art solution that is flexible and scalable as requirements evolve over time, and that can be maintained by Commission IT staff at the source code level, if needed.

3.1 OBJECTIVES AND APPROACH

- 1) The Commission requires that the proposed system encompass and support the full range of reporting activities undertaken by ELU. As part of the proposed system, the commission requires an iSeries client/server, web-enabled enterprise licensing system that conforms to the following minimum specifications:
- a) The data shall be stored on the iSeries DB2/400 database, and shall be normalized to at least the 3rd normal form.
 - b) The PC portion of the system shall be developed in Visual Basic.NET, shall be fully compliant with Microsoft Windows standard and .NET Framework. All screens shall be developed in GUI interface with toolbar icons to perform the necessary functions.
 - c) All the source code and any third party Windows controls used should be made available to the Commission and will become the property of the Commission at the end of the project.
 - d) The system shall adhere to the same security and control mechanisms as that of the existing iSeries security and user-id.
 - e) The data shall be retrievable from the DB2/400 database to be displayed on a GUI screen.
 - f) The proposed system must also allow end users to create user-defined reports using simple query utilities.
 - g) A DB2/400 audit trail shall be available that gives details of when the data was first entered into the system, subsequent updates and by whom.
 - h) The Contractor must conform to the Commission's naming and programming standards
- 2) The proposed system must be designed to allow for integration, in the future, with data contained in other related systems resident on the Commission's iSeries, as well as other state agency systems. It must be a fully integrated system that will facilitate an interface with the Commission's internet systems, and will prepare for the seamless implementation of future internet functionality. Current requirements include the downloading of data submitted by casinos, as well as the uploading of data that will provide casinos, the public and other governmental regulatory agencies with the current registration and licensing status of all enterprises. (This will enable users to eliminate the current practice of sending hard copy listings to casinos and to non-casino subscribers and to minimize or eliminate the need to perform look-ups in response to inquiries from the public and other regulatory agencies about the status of specific enterprises and their qualifiers.) Data exchange will initially be performed via FTP, but eventually through standard interactive processes available on a secure public Commission internet web site, leveraging the state portal architecture.

- 3) The data shall be received by the commission as DB2/400 format or MS Word/Excel format or in a format pre-approved by the Commission. The proposed system must provide for such data to be received, reviewed, and accepted both by the individual casinos, as well as ELU. The contractor shall also be required to develop capabilities to transfer, configure and populate data to enable end users to perform user-defined queries and analyses and prepare standard reports on request. The use of DB2 OLAP should be considered as a potential alternative for ad hoc report development.
- 4) It shall be the responsibility of the contractor to design and implement the above system which shall include DB2/400 data files and all ILE/RPG programs, VB.NET and all necessary components and programs to meet the intended deliverables of the project. The following is a functional description of the deliverables:
 - a) Integrate files received through FTP/netfile data transmissions via the existing Commission link with Atlantic City casinos. The Commission is responsible for the actual FTP transmission methodology.
 - b) Work with existing procedures by which FTP-uploaded files are transferred to the iSeries ELU database, process uploaded files, and generate necessary data files to be sent back to the casinos.
 - c) Consolidate and integrate the functions and data of the current mainframe system and all of the eight personal computer databases into the new iSeries database.
 - d) Configure the DB2/400 data structures to accept and store the files that have been transferred from the Internet.
 - e) The DB2/400 database that is created pursuant to requirement #4 shall permit data to be retrieved based on date, casino or other factors.
 - f) Develop the ability to download data from the iSeries DB2 database to Microsoft Word/Excel applications on personal computers and vice versa in order to facilitate the generation of the several thousand pieces of documentation (correspondence, license certificates, legal orders and staff reports) prepared by ELU each year. It also will save ELU staff time by eliminating duplicate data entry and further will ensure that such correspondence is prepared using the most current name and address on file. Functionally equivalent automated iSeries output may be substituted for the above Word/Excel documents.
 - g) Develop user menus to control the data selection and the PC data transfer process from/to the iSeries.
 - h) Implement standard iSeries security access controls in the Proposed System.
 - i) Develop user-modifiable flagging system, with accompanying error messages/routines that will stop the processing of user-initiated functions on the system until an override is used. The error messages/routines will explain the nature of error and corrective actions for all user-initiated functions on the system.
 - j) Implement audit trails for transactions.
 - k) Develop user menus that initiate user functions via Windows toolbars.
 - l) Create both standard and ad-hoc reports.
 - m) Provide documentation, user manuals and training. The documentation shall include, at a minimum, a user manual that shows all menus and fully explains all options in non-technical terms, and comprehensive systems documentation, to include data dictionary, relational table diagrams, a discussion of the system architecture and logic flow diagrams for all major processes. Report formats will be included as well as a discussion of all user functions, including data entry, database querying and report generation.
 - n) Develop a knowledge transfer plan so that in-house IT resources can perform simple maintenance and enhancements to meet future needs. The plan must indicate key areas in the project development life cycle where intimate involvement of the Commission's technical staff would be required, and where knowledge transfer points would occur. The plan must be flexible enough to allow for technical training of the Commission's staff where needed, if specific skill sets need to be developed or enhanced.

- o) In order to ensure that the new system will meet the needs of the Commission, rather than relying upon an understanding of current legacy systems, the consultant will conduct user interviews with key Enterprise License personnel to gain a comprehensive understanding of the Commission's business processes. While Commission IT staff will also need to be interviewed, those discussions should focus on business processes and user needs and should avoid system and relational table design issues, as they will be covered at a later point in the development cycle.
- p) In order for the user interviews to be more productive, the contractor should review the current legacy systems. However, rather than examining the underlying relational structure and user interface of the legacy systems, which might inappropriately influence the design of the new system, the review should focus on business processes, and system functionality. This task should include a review of the current Enterprise License data. The review should include the identification of potential business process improvements resulting from application enhancements and consolidations with other systems.
- q) The Commission has selected IBM iSeries DB2/400 as its database of choice for all future application development. It is imperative, therefore, for the contractor to develop an overall system architecture that has DB2/400 as the backend database. The system architecture will also specify whether the system will be based upon two or three tiers.
- r) Develop a comprehensive technical strategy using contemporary design methodologies. These design methodologies must be carefully documented. For example, if OOP is used, then the class design phase must be fully documented. Likewise, if relational tables are used, documentation must include a table structure design plus a description of all fields, validation rules, triggers and index keys.
- s) Develop a system implementation, data transfer and testing plan that will include a project work schedule listing activities, durations, milestones and deliverables. It will include a description of how the legacy data will be migrated to the new system. It will also describe the methodology to be used for testing the functionality and accuracy of the system. The Commission requires that testing be implemented using full data sets, to be run in parallel with the old system as opposed to small or incomplete sub-sets. In addition, develop a process for cleansing the data on the old system prior to migration.

3.1.1 EXPANDED PROCESSING OF CASINO FINANCIAL DATA IN PROPOSED SYSTEM

- 1) As noted in the section captioned "Supplemental Detail -- Overview of Financial Processing", the majority of the financial information provided by casinos in their Purchasing and Disbursement Reports is in hard copy. The subset of that information provided in magnetic media/NetFile is used, in the current mainframe application, for updating enterprise records and historical totals on the financial file. Another output of that process is the production of batch reports.
- 2) Of the hard copy financial data provided by casinos, some components are used by the ELU for manually updating the financial file in the current mainframe application by adding or subtracting payment amounts (manual attachments, subcontractor register, voided check register). Another component, the vendee register, is used by the ELU to manually update a stand-alone PC application (see section captioned "Supplemental Detail – Stand-alone PC Tracking Systems"). In addition, the ELU performs labor-intensive manual reviews of the hard copy financial data components to determine the casinos' compliance with regulations.
- 3) In the future, users intend to implement a policy change that will require casinos to file electronically all components of this financial data. The Proposed System must meet the needs of users for processing this data in electronic form. It must provide for automated updating, where appropriate and when validated, of enterprise financial records and historical financial data and must further delineate the direction of the payments (casinos to enterprises and enterprises to casinos). The Proposed System must be able to automate compliance monitoring functions currently performed manually by the staff. In addition, it must support the production of the functional equivalents of financial reports in the existing application and provide for the creation of new reports that reflect the expanded scope of the financial reporting and support the automated compliance monitoring function. Reports should be developed with flexible selection criteria and be either printable or displayable on screen.

- 4) The Proposed System must be designed to have the flexibility for processing the different sets of incoming data appropriately – some data will be used to update enterprise financial records and the historical file, some will not; data will be included in some reports and excluded from others; some data will be used to update individual enterprise records but be subtracted from cumulative numbers reflecting casino industry financial activity.
- 5) In implementing the policy change to require casinos to submit required financial data to the ELU electronically, the ELU will establish a data format for use by the casinos that will include a source code denoting the type of financial data being reported. The ELU anticipates that the source code will be the means used for designating in the Proposed System how each type of data is to be processed. In designing the Proposed System, however, the contractor should plan for the possibility of the data being in as many as 10 disparate formats; users may not be successful in mandating a consistent data format to be used by each casino.
- 6) The Proposed System must be designed to provide for the electronic receipt, logging and acknowledgment of a data file and a control file. (One of the compliance checks currently done manually is to determine whether each casino has filed its complete financial report package by the required deadline.) The Proposed System must include comprehensive edit checks, including matching of the uploaded data for validation against the vendor master, prior to uploading the data to the iSeries for integration into the financial file. This will enable users to ensure the accuracy of the data submitted by the casinos. Data that does not meet the matching criteria developed by users for processing will result in the generation of exception reports, with exceptions to be held in a suspense file. Exceptions will be reviewed by ELU analysts and the data corrected, if appropriate. Thereafter the proposed system should allow ELU analysts to upload the data for integration into the financial file. To the fullest extent possible, the Proposed System should minimize the need for manual updating of the financial file. The received data shall be processed on the iSeries and shall create the necessary cumulative numbers that are used in the ELU reports.
- 7) The Proposed System must streamline and automate the load process, including screens that will allow users to view and pull data. Since it is expected that the number of casinos in the Atlantic City gaming industry will change due to the addition of new casinos or the closing of existing casinos, the Proposed System (data entry access/formats, database and reports) must be designed in such a way that ELU analysts can easily add casinos, indicate that casinos have closed, and record casino name changes. Furthermore, the Proposed System should be flexible in allowing ELU analysts to choose any number of casinos, including closed casinos, in ad-hoc analysis. Also, the Proposed System should not prompt for data input information on a closed casino.

3.1.2 HIGH-LEVEL FUNCTIONAL SPECIFICATIONS

General Data Base Requirements

- 1) Provide database flexibility independent of current hardware technology and position the Commission to take advantage of future technological advances.
- 2) The database developed must utilize referential integrity constraints, triggers and stored procedures wherever applicable.
- 3) In order to facilitate ease of downloading to desktop PC's, packed fields for numeric data must not be used.
- 4) It is the responsibility of the Contractor to migrate the existing mainframe data and the data in the 8 PC databases to the new iSeries database, including historical data that resides on the existing system. At that time, all mainframe and PC database fields must be analyzed for accurate size and relevancy of their content. Field changes must include (but not be limited to) the following:
 - a) International addresses in all address fields
 - b) Longer domestic address lines
 - c) Additional address lines
 - d) The inclusion of fields currently maintained in the 8 separate DataEase databases

- 5) Most of the Database files must be journaled with before and after images in order to allow accurate and efficient research into data changes made to the Vendor information. A daily process must be developed to remove, summarize the changes and write them to the Change History file.

3.1.3 DATABASE MODEL

The following is an overview of the required database files and logical views as determined during preliminary user interviews. Need for additional files may be discovered during the Contractor's project analysis phase.

3.1.3.1 VENDOR DATA

- ◆ **Vendor Master**
Physical File
Keys: Vendor ID, Cross Reference Relationship Code

 - Vendor Master L1**
Logical File
Keys: Vendor Name
 - Vendor Master L2**
Logical File
Keys: Federal ID
- ◆ **Qualifier Master**
Physical File
Keys: Social Security Number if available; otherwise, create unique Qual ID
 - Qualifier Master L1**
Logical File
Keys: First 4 char of Last name, First Initial, DOB
(derived fields using substring function)
 - Qualifier Master L2**
Logical File
Keys: Qualifier Last name, First Name, Middle Initial
- ◆ **Vendor-Qualifier Intersection**
Physical File One record for each Qualifier associated with Vendor.
Linked to Qualifier Master by SSN.
Keys: Vendor ID, Event Number
(N.B. – include Qualifier SSN)

 - Vendor Qualifier Intersection L1**
Logical File
Keys: Qualifier SSN
- ◆ **Vendor Event File**
Physical File One record for each event (Nice, VRF, Application, Renewal, etc.)
Keys: Vendor ID, Event Number
(N.B. - include Event Code indicating type of event)

 - Vendor Event File L1**
Logical File
Keys: Log #, Event date
- ◆ **Trading As File**
Physical File One record for each name the vendor trades under
Keys: VID, Name

◆ **Vendor to Vendor Cross reference file**

Physical File One record for each associated vendor
Keys: Parent VID

Vendor to Vendor Cross reference file L1

Logical File
Keys: Subsidiary VID\

◆ **Comment File**

Physical File
Keys: Vendor ID
Fields:

3.1.3.2 FINANCIAL DATA

◆ **Financial Detail**

Physical File One record for each transaction from or to Casino
Keys: Vendor ID
(N.B. – Transaction Type indicating direction of Payment will be required)

Financial Detail L1

Logical File
Keys: Casino ID

3.1.3.3 MISCELLANEOUS DATA

◆ **Menu Item Master**

Physical File One record for each function available through the menu system
Keys: Item Name

◆ **Menu Item Detail**

Physical File One record for each menu option for each user
Keys: User ID

◆ **Change History Archive**

Physical File One record for each data change recorded in the journal receivers
Keys: Vendor, Change Date, Change Time
Field examples: Vendor #, File Name, Field Name, Previous Value, Changed Value, Change Date, Change Time, User ID, Job number, Job Name, Journal Transaction ID Number, etc.

Change History Archive L1

Logical File
Keys: User ID, Change Date, Change Time
Fields: All

3.1.4 GENERAL PROGRAM DESIGN

- 1) Future Internet web accessibility must be provided for when designing the databases.
- 2) The system design should provide for system-generated updating, wherever feasible; including automatic updating of city, county and state fields when street address and NJ zip code are data entered. In addition, the system must automatically generate and assign the vendor ID when a new vendor is entered and a unique qualifier ID# in the absence of social security number. (The SSN is not a data element that has been previously collected by users for qualifiers; users intend to begin requesting this data on a voluntary basis, but we cannot mandate that it be provided.)
- 3) The entire system must be table driven.
- 4) The application must provide Prompt & Select functionality for all table validated fields.
- 5) The current mainframe application's edits and relationships must be reviewed for consistency and validity.

- 6) The system must include an edit to ensure that when New Jersey addresses are entered, a county code is included, since this is a critical item. An existing table is available that contains NJ addresses (or zip codes) and county codes allowing the system to perform a lookup.
- 7) The system must provide for effective cross-referencing of enterprise and qualifier records and accurately address the many relationships of enterprises and qualifiers that exist in the current application. These include associating enterprises with their subsidiary or holding company relationships; associating enterprise legal names and trade names; associating "former" and "current" enterprise records when ownership changes affect license status; and associating qualifier records with the appropriate enterprise records, while accurately depicting the qualifiers' position and status codes, which status codes can be different for every enterprise with which the qualifiers are associated.
- 8) Screens should be clear, descriptive and easy to read., as defined during interviews with the user community.
- 9) The application must permit users, especially non-ELU users, to readily find through look up screens the current status of an enterprise or qualifier and to easily move back and forth through screens containing multiple registrations or licensing cycles.
- 10) The display panels must incorporate a "Constant Information" area containing Vendor data such as (but not restricted to) Vendor status, Log number, and "Trading As" / Cross-reference names in a sub-file/scroll box area.
- 11) The new system shall validate newly entered qualifier names against the names of individuals appearing on the Restricted Employee Applicants List ("REAL") and shall hold the record in a suspense file.
- 12) A formal System Requirements Document, containing a detailed description of the functional specification of the system and business process flow diagrams must be delivered.
- 13) If relational tables are used, a complete table structure diagram must be produced and the table structures must be fully documented, including a description of all fields, validation rules, triggers and index keys.
- 14) If object oriented design is used, there must be a detailed description documenting the form and function of the class, including the method code and messaging mechanisms, created for every class that is developed or sub-classed, either from a framework or foundation class library. In addition, overall class diagrams must be developed to show the hierarchy of classes and sub-classes, the properties, methods and business rules of each class, and the communication between classes.

3.1.5 MAIN MENU

The main menu will control user access to the entire Enterprise system. The menu options displayed will be determined at sign-on based upon the person's user ID. This will allow each user to have a custom set of menu options that can be changed dynamically. System design must include update controls to allow for field-level accessibility based on user ID. The menu program will use the Menu Item Detail and Menu Item Master files to build the menu list. Also, the menu program will access the Enterprise System Access control data area prior to performing any other functions to determine if access to the entire system is restricted at the time of sign-on.

3.1.6 SEARCH FUNCTION

The Search Function module must include the following searches:

- 1) Partial Vendor Number Search
- 2) Log Number Search
- 3) Qualifier SSN Search
- 4) Qualifier Name Search
- 5) Federal ID Search
- 6) Vendor Name Search
- 7) Select Vendor Number - allow the user to enter a Vendor number and proceed to the Vendor Event Selection
- 8) Select Log Number – allow the user to enter a Log Number and proceed to the Vendor Event Selection
- 9) The search results must be displayed and give the user the opportunity to proceed to the Vendor Events, Financial Data modules, etc.
- 10) General text search

3.1.7 SEARCH RESULTS DISPLAY FUNCTION

Display the results in a scrollable list, allow the user to view the search results, browse them and proceed either to the vendor event function or the financial data function. Function keys will be provided to allow direct access to the "NICE", "VRF" and application entry functions.

3.1.8 VENDOR EVENT SELECTION FUNCTION

This function will display a list in reverse-chronological order of all Events associated with the selected Vendor. An "Event" is defined as a 'NICE', 'VRF', Initial License Application or License Renewal. Basic details of each event will be displayed, such as type of event, submission date, status, approval date, and last action.

3.1.9 EVENT DETAIL FUNCTION

This function will allow the user to view all the details of a particular event. Multiple displays, sub-files, drop-downs, pop-ups, etc. will be used to present the information. Also, the user will have the ability to drill down to two additional levels to view the Qualifier and Trading-As / Vendor Cross-reference details. Function keys will be available to advance to the next Event associated with the Vendor.

3.1.10 EVENT QUALIFIER DISPLAY

This function will allow the user to view all the Qualifiers and their detailed information as reported at the time of the selected Event. An indicator will be displayed when the Qualifier is registered for another Vendor. Options will be available to select a Qualifier and display a list of all Vendors the Qualifier is registered with.

3.1.11 "TRADING AS" / VENDOR CROSS REFERENCE DISPLAY

This function will allow the user to view all the associated "Trading As" names as well as other Vendors identified in the Cross-reference table. As much of the basic Vendor information will be displayed as permitted by screen definition.

3.1.12 FINANCIAL DATA DISPLAY / FINANCIAL DATA ENTRY

This series of functions displays summarized Financial Data for the selected Vendor. There must be two sorted views available, with subtotals at the major and minor sort breaks:

- 1) By month (major sort) by Casino (minor sort) and
- 2) By Casino by month

The user must be able to select the start month for the display. The program will insert totals every 12 months or calculate totals for each calendar year displayed.

3.1.13 VENDOR DATA ENTRY

This section includes the following functions:

- NICE, VRF Application and Renewal Entry Function
- Event Detail Entry
- Event Qualifier Entry
- "Trading As" / Vendor Cross reference Entry

These data entry functions will provide entry fields for the necessary information about the vendor and the specific event being entered. All standard edits must be included in this function. The type of event and the actual data entered will determine the flow from screen to screen. Function keys will also provide direct access to all the entry screens in order to allow the user complete independent navigation. The Event Qualifier Entry function will allow the user to copy and modify qualifiers from a previous Event associated with the vendor, or copy and modify qualifiers from another vendor. The function should also keep a running total of percent ownership as the qualifiers are being entered.

The Event Qualifier Entry function should also include the following edits:

- Prior existence of a qualifier for another enterprise
- Qualifier registered for another enterprise which appears on the PVL
- Qualifier appearing on the Restricted Individual list

The "Trading As" / Vendor Cross reference Entry function allows users to enter Trading As names for a vendor and / or logically connect the vendor to other vendors.

3.1.14 TABLE FILE MAINTENANCE

These tables will contain codes that control how the system operates and will determine the validity of the data entered. These functions are restricted to only a few individuals who are responsible for controlling access to and the function of the Enterprise application.

3.1.15 MENU ITEM MASTER MAINTENANCE

This function will provide Add, Change, Delete capabilities for the master list of items available to be placed on the user's menus. The Menu Item Master Maintenance function is also a restricted access function.

3.1.16 MENU ITEM DETAIL MAINTENANCE

This function will allow the selection and modification of the user menu items. Prompts and selection lists will be provided to facilitate ease of modification. The Menu Item Detail Maintenance function is also a restricted access function.

3.1.17 CHANGE HISTORY DISPLAY FUNCTION

This function will provide a method of researching past changes made to the various pieces of information stored in the Enterprise application Data Base files. This will be a display-only function.

3.1.18 CHANGE HISTORY ARCHIVE FUNCTION

This is a batch process that will collect, format and store the Change History information. This process will run nightly to collect the changed information and store the data in the Change History Archive file.

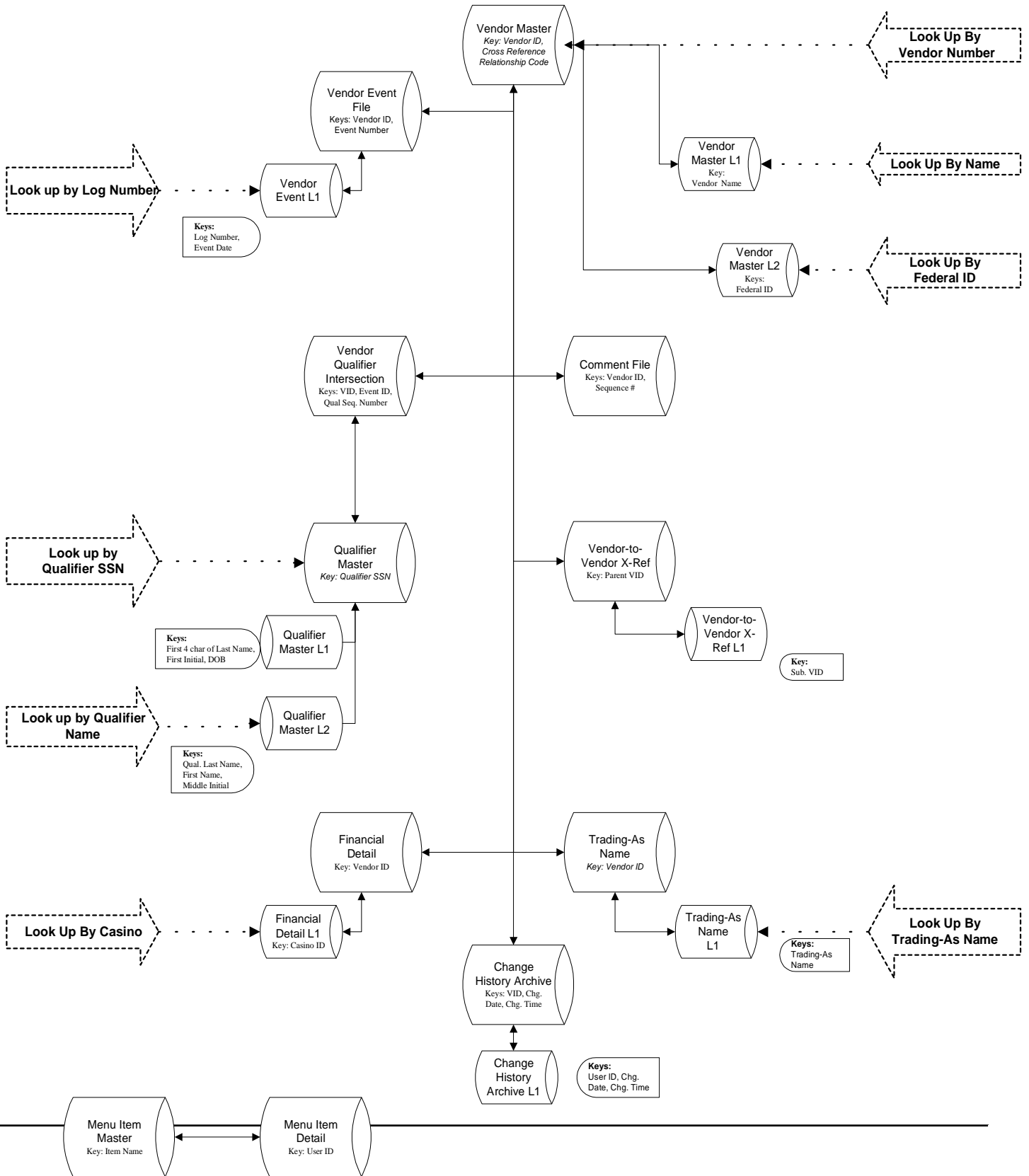
3.1.19 REPORT NOTES

- 1) All reports must generate report totals with an "End of Report" line
- 2) A Report Archive mechanism (an iSeries-attached optical drive) must be incorporated into the system to allow retrieval of any report.
- 3) All reports must be designed to process any time period, i.e. weekly, monthly, quarterly, annually and date range, etc. and to provide for automatic incrementation of report parameters.
- 4) All the letters currently generated manually or through one of the DataEase databases must be generated automatically.
- 5) Ad hoc reporting capabilities, (consider using DB2 OLAP.)

3.1.20 DIAGRAMS

Proposed logic flow and database relationship charts are detailed on the next two pages.

Database Relationships



3.2 PROJECT IMPLEMENTATION PLAN

3.2.1 PROJECT APPROACH

The contractor shall submit detailed functional specifications of the means by which the proposed solution shall satisfy the requirements of this Project

All work will be performed at the Casino Control Commission office in Atlantic City. The Casino Control Commission will provide a test region on their i-Series system.

3.2.2 PROJECT RESOURCES

The contractor shall designate a project manager who shall be point-of-contact for all issues and who shall be responsible for reporting progress, monitoring milestones, allocating resources and taking corrective action where needed. Also, there shall be a technical analyst who shall be responsible for handling the workflow of the project.

3.2.3 PROJECT DETAILED TASKS

The project shall, at minimum, follow this task schedule:

Task/Activity/Milestone	Start Day	End Day	% PROJECT	Notes
Review of Current Business Process & System				
System/Data requirement definitions				
Software components selected and used				
Analysis and Design				
Submit & Approve Functional Specification				
Programming/Testing/Review cycle				
Completion of the Production System				
Conversion of existing data				
Development and testing of defined reports				
Testing of the Production System, including parallel processing of old and new systems				
Documentation				
Implementation and Training				
Sustainment				
Other (as detailed in Functional Specs; to include delivery of source code)				

(NOTE: Contract Manager signoff shall be required at the completion of each milestone.)

3.2.4 PROJECT DELIVERABLES

The deliverables for the project shall be a set of programs and related documentation that shall meet the stated objectives. **The contractor shall provide the Commission all software source code and shall create setup program(s), as necessary, to install the system in i-Series and Microsoft Windows environments.** It is the contractor's obligation to provide any hardware or software components that are not mentioned in the Enterprise License Project Request and the accompanying User Requirements Document, but deemed necessary by the contractor to complete the tasks specified. Sufficient training shall be provided for the Commission's employees to utilize, maintain, support and update the Proposed System. The contractor shall provide a comprehensive user's manual as well as comprehensive systems documentation for the Proposed System. Training classes will be conducted at the Atlantic City location, with approximately ten (10) participants. Smaller training sessions will be required for two to three IT personnel to review technical documentation and source code modification requirements.

The contractor shall anticipate attending a minimum of two (2) meetings per month, with the Commission and any others to accomplish the above tasks/goals.

3.2.5 WARRANTY

There shall be a warranty for the software for a period of one (1) Year after the Commission has accepted the software. Warranty service must be provided within twenty-four (24) hours of service call, with response during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

3.2.6 MAINTENANCE AFTER WARRANTY EXPIRATION

The pricing shall also include an optional annual maintenance cost per year to maintain the software for a period of 3 years following the Warranty period.

Note: The above item shall be priced separately from the rest of the proposal. The Commission reserves the right to accept or reject this item partially or in full.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

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

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit **10 full, complete, and exact copies** of the original proposal and **5 full, complete, and exact ELECTRONIC copies** of the original proposal **on compact disk (CD)**. The copies of the proposal on CD must in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

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

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

These sections should be prepared with tabs (separators) and the content of the material located behind the appropriate tab.

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

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

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

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

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

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

4.4.1.3 AFFIRMATIVE ACTION

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

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

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

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

4.4.1.6 SET ASIDE CONTRACTS

This is a contract with set aside subcontracting goals for Small Businesses. **All bidders** must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form (Attachment 7). Bidders intending to utilize subcontractors **must** also include a completed and signed **Subcontractor Utilization Plan form** (Attachment 7). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.1.7 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETED SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and Attachment 6 for more information concerning this new requirement.

4.4.1.8 BID BOND – NOT APPLICABLE TO THIS PROCUREMENT

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

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

4.4.2.1 MANAGEMENT OVERVIEW

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

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

4.4.2.2 CONTRACT MANAGEMENT

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

4.4.2.3 CONTRACT SCHEDULE

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

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

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, commencing with the contract effective date of September 15, 2005. This plan must demonstrate the bidder's ability to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc. and to immediately commence activity on the account.

The mobilization and implementation plan, which shall include regularly scheduled status reports to the State, shall include the following elements:

- (a) Timing: A detailed timetable for the mobilization and implementation period of 30, 60, and 90-days subsequent to the contract effective date. This timetable should be designed to demonstrate how the bidder would have the contract in progress during and after this 90-day period.

(b) Staffing: The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show clearly all such personnel who will be assigned to the contract during this 90-day period. This is to include a plan for the use of subcontractor(s), if any, on this contract emphasizing how any subcontractor identified will be involved in the plan.

If this proposal is developed as a partnership, joint venture, or as a prime contractor with subcontract(s) involving multiple entities, each entity must indicate the services it will provide.

The project will start no earlier than September, 2005

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

The bidder should submit a 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.

4.4.2.5 POTENTIAL PROBLEMS

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

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder shall include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual and whether the proposed project team has worked together before. In addition, there should be an estimate of the time commitment (percentage of time committed to this project) for each individual.

4.4.3.3 RESUMES

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

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

4.4.3.4 BACKUP STAFF

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

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

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

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

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall be required to provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference. The bidder shall submit the financial documents to the Purchase Bureau with its proposal or within five (5) days of request by the Purchase Bureau.

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. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential- Financial Information" along with the Bid Proposal.

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

4.4.3.8 SUBCONTRACTOR(S)

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

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

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

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

- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.3.9 DISCLOSURE OF INVESTIGATIONS/LITIGATION

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the chart in [Attachment 1A](#), Disclosure of Investigations and Actions Involving Bidder, located after the [Attachment 1](#), Ownership Disclosure Form.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#).

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

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 STATE CONTRACT MANAGER

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

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

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

5.3 PERFORMANCE BOND – NOT APPLICABLE FOR THIS PROCUREMENT

5.4 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

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

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

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of Eighteen (18) months. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

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

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

5.6 CONTRACT TRANSITION

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

5.7 AVAILABILITY OF FUNDS

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

5.8 CONTRACT AMENDMENT

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

5.9 CONTRACTOR RESPONSIBILITIES

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

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

5.10 SUBSTITUTION OF STAFF

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

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

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

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

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

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

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

5.12 OWNERSHIP OF MATERIAL

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

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

5.13 DATA CONFIDENTIALITY

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

5.14 NEWS RELEASES

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

5.15 ADVERTISING

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

5.16 LICENSES AND PERMITS

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

5.17 CLAIMS AND REMEDIES

5.17.1 CLAIMS

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

5.17.2 REMEDIES

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

5.17.3 REMEDIES FOR NON-PERFORMANCE

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

5.18 LATE DELIVERY

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

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

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

5.19 RETAINAGE

The amount of retainage is noted on the RFP cover sheet ([Page 3 of this RFP](#)). The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.21 SUSPENSION OF WORK

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

5.22 CHANGE IN LAW

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

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

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

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

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

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD NOT APPLICABLE TO THIS PROCUREMENT

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.26 CONTRACT ACTIVITY REPORT – NOT APPLICABLE TO THIS PROCUREMENT

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

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

5.27.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the 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. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

5.27.4 STATE TREASURER REVIEW

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

5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form ([Attachment 6](#)), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

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

5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

5.29 CONFLICT OF OBLIGATIONS

The contractor hereby affirms that he/she is aware that, in order to avoid the appearance of a violation of the public trust, no contractor that provides services directly related to the implementation of the Casino Control Act (*N.J.S.A. 5:12-1 et seq.*) or regulations, shall simultaneously perform any other work covered by this contract or enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of this contract with a casino licensee or applicant, or intermediary or holding company thereof.

5.30 CODE OF ETHICS

The contractor hereby affirms that it is aware that, in order to avoid the appearance of a violation of the public trust, no contractor who provides services directly related to the implementation of the Casino Control Act (*N.J.S.A. 5:12-1 et seq.*) or regulations, shall simultaneously, perform any other work covered by this contract or enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of this contract with a casino licensee or applicant, or intermediary or holding company thereof.

The Contractor must abide by Article VII of the Casino Control Commission Code of Ethics, and all statutory, regulatory, and other Code provisions referenced therein. The Code of Ethics is attached to the RFP as [Attachment 8](#).

The Contractor must abide by the Casino Control Commission Confidentiality Agreement. The Confidentiality Agreement is attached to the RFP as [Attachment 9](#).

5.31 MODIFICATIONS AND CHANGES TO THE STANDARD TERMS AND CONDITIONS

5.31.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the State's Standard Terms and Conditions is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

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

5.31.2 INDEMNIFICATION

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

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 200 % of the value of the contract, except that such limitation of liability shall not apply to the following:

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

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

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

5.31.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

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

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 EVALUATION CRITERIA

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

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

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

- F. The bidder's ability to effectively communicate, written and orally, with all parties involved in the project, including but not limited to, non-technical users".

6.3.2 THE BIDDER'S COST PROPOSAL

For evaluation purposes, bidders will be ranked according to the total bid price in [Attachment 5](#).

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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

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

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

6.5 CONTRACT AWARD

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

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
- 1A. [Disclosure of Investigations and Actions Involving Bidder](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Executive Order 129 Certification](#) - Source Disclosure Certification Form
7. [Reciprocity Agreement](#)
8. [Code of Ethics](#)
9. [Confidentiality Agreement](#)
10. Certification of Conflict of Interest

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
- A. [File Names and Descriptions – Current System](#)
- B. [Enterprise Reports, Data Queries, and File Transfers](#)
- C. [Sample Pages – Payee Check and Vendee Check Register](#)
- D. [DataEase Databases – Functional Overview and Outputs](#)
- E. [Qualifications and Experience Summary](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

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

BID NUMBER: 06-X-37350

BIDDER: _____

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

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

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

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

COMPLETE ALL QUESTIONS BELOW

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

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

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

Company Name: _____ _____
(Signature)

Address: _____ _____
(Name)

_____ _____
(Title)

FEIN/SSN#: _____

Date _____

ATTACHMENT 1A - DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five 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.

Investigation

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

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

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

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

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

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

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

Signature of Bidder

Name (Type or Print)

Title (Type or Print)

Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

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

SUPPLEMENT TO BID SPECIFICATIONS

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

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

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

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

or

If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

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

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

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

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

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

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

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

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

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

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

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

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

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

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

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

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

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

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

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

OFFICIAL USE ONLY

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

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

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

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

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

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

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

DEFINITIONS:

"Small business" means a business that

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

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

SUGGESTED PROCEDURE TO DEMONSTRATE A GOOD FAITH EFFORT:

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

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

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

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

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

NOTE THAT A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE BID PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

Bidders seeking eligible small businesses should contact:

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

Telephone: (609) 292-2146

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

REQUIRED SUBMISSION

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

NOTICE OF INTENT TO SUBCONTRACT FORM

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

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

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

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

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

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

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

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

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

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

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

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

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

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

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

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 - PRICE SCHEDULES

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bid Number 06-X-37350

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.1](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price"

Price Sheet 1

Total Firm Fixed Price

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: The bidder must use this price sheet to provide its total firm fixed price to perform the work required by this RFP.

The total firm fixed price must be calculated by totaling the total cost on Price Sheet 6, "Deliverables by Cost"

Do not include any costs from any other price sheets.

BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE

Total firm fixed price:	\$
--------------------------------	-----------

Price Sheet 2
Labor Category Hourly Rates
REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO
NEW PLATFORM

Bidder: _____

Instructions: Bidders must use this price sheet to provide all inclusive hourly rates for work on the required tasks and deliverables. These rates will also be used for additional work and/or special projects, if any, during the project term (refer to RFP section 5.24). Bidders are strongly urged to use the labor categories provided; however, additional labor categories may be added. Add additional lines if needed by expanding this price sheet and by using the same format as below.
BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH

Staff Level	All Inclusive Hourly Rate
Senior Project Manager	\$
Project Manager	\$
System Architect	\$
Database Administrator	\$
Testing Manager	\$
Security Manager	\$
Information Architect / Content Specialist	\$
Graphic Designer	\$
Training Manager	\$
Team Leader	\$
Senior Analyst	\$
Analyst	\$
Senior Database Analyst	\$
Database Analyst	\$
Senior Programmer	\$
Programmer	\$
Senior Systems Integrator	\$
Systems Integrator	\$
Trainer	\$
Documentation Specialist	\$
Other, Specify	\$

Price Sheet 3
Training Rates

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: This price sheet pertains to training deliverables (refer to RFP section 3.2 #4. m and section 3.3.3 Project Detailed Tasks, Implementation and Training)

The cost shown must be an all-inclusive cost per-day. This means the cost for one (1) day.

The actual cost paid to the contractor will be determined by multiplying the per-day cost by the actual number of days.

These are as-needed prices; no guarantee of any minimum or maximum number of days can or will be made.

BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.

Deliverable	All Inclusive Rate For One (1) Day
Classroom training	\$

Price Sheet 4 Optional Support Years

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: Bidders must use this schedule to provide all-inclusive hourly rates for work during the three (3) optional support years (refer to RFP section 3.3.6). The labor categories listed here must match those on Price Sheet 2. **BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.**

Staff Level	Optional Support Year 1 All Inclusive Hourly Rate	Optional Support Year 2 All Inclusive Hourly Rate	Optional Support Year 3 All Inclusive Hourly Rate
Senior Project Manager	\$	\$	\$
Project Manager	\$	\$	\$
System Architect	\$	\$	\$
Database Administrator	\$	\$	\$
Testing Manager	\$	\$	\$
Security Manager	\$	\$	\$
Information Architect / Content Specialist	\$	\$	\$
Graphic Designer	\$	\$	\$
Training Manager	\$	\$	\$
Team Leader	\$	\$	\$
Senior Analyst	\$	\$	\$
Analyst	\$	\$	\$
Senior Database Analyst	\$	\$	\$
Database Analyst	\$	\$	\$
Senior Programmer	\$	\$	\$
Programmer	\$	\$	\$
Senior Systems Integrator	\$	\$	\$
Systems Integrator	\$	\$	\$
Trainer	\$	\$	\$
Documentation Specialist	\$	\$	\$
Other, Specify	\$	\$	\$

Price Sheet 5 Deliverables by Hours

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: Bidders must use this schedule to detail the hours proposed to accomplish the required tasks and deliverables (refer to RFP section 3.3.3). This price sheet should be completed as an output of the bidder's proposed workplan. The labor categories shown here must match those on Price Sheet 2.

For each deliverable shown, list the proposed hours for each labor category. Provide row totals and column totals.

BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.

		Labor Categories:	Senior Project Manager	Testing Manger	Training Manager	Senior Database Analyst	Senior Systems Integrator	Other, Specify				Total Hours for Deliverable
			Project Manager	Security Manager	Team Leader	Database Analyst	System Integrator					Total Hours for Deliverable
			System Architect	Information Specialist	Senior Analyst	Senior Programer	Trainer					Total Hours for Deliverable
			Database Administrator	Graphic Designer	Analyst	Programer	Documentation Specialist					Total Hours for Deliverable
		(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)				Total Hours for Deliverable	
		Labor Category:							Start Date	Completion Date	Duration	Total Hours for Deliverable
1	Ongoing	BiWeekly Status Reports										
2		Updated Project Plans										
3		Minutes of All Meetings										
4		Quality Management Plan										

		Labor Categories:	Senior Project Manager	Testing Manger	Training Manager	Senior Database Analyst	Senior Systems Integrator	Other, Specify				Total Hours for Deliverable
			Project Manager	Security Manager	Team Leader	Database Analyst	System Integrator					
			System Architect	Information Specialist	Senior Analyst	Senior Programmer	Trainer					
			Database Administrator	Graphic Designer	Analyst	Programer	Documentation Specialist					
			(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)				
		Labor Category:							Start Date	Completion Date	Duration	
5	Conceptual Design	Review of Current Business Process & System										
6		System/Data requirement definitions										
7		Software components selected and used										
8		Analysis and Design										
9	Iterative Design, Development, and Unit Test	Submit & Approve Functional Specification										
10		Programming/Testing/Review cycle										
11		Completion of the Production System										
12		Conversion of Existing Data										
13		Development and Testing of Defined Reports										
		Labor Categories:	Senior Project Manager	Testing Manger	Training Manager	Senior Database Analyst	Senior Systems Integrator	Other, Specify				Total Hours for Deliverable

			Project Manager	Security Manager	Team Leader	Database Analyst	System Integrator					
			System Architect	Information Specialist	Senior Analyst	Senior Programmer	Trainer					
			Database Administrator	Graphic Designer	Analyst	Programmer	Documentation Specialist					
			(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)	(Insert Labor Category below)				
		Labor Category:							Start Date	Completion Date	Duration	
14		Documentation										
15	Testing	Testing of the Production System, including parallel processing of old and new system										
16												
17	Implementation	Implementation and Training (TO BE PROVIDED ON PRICE SCHEDULE 3)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
18												
19												
20												
21	Maintenance	Sustainment/Warranty Period										
22		Other										
23												
24												
		Total Hours for Each Labor Category										

Price Sheet 6 Deliverables by Cost

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: Bidders must use this schedule to detail the costs they are proposing to accomplish the required tasks and deliverables (refer to RFP section 3.3.3). This price sheet should be completed as an output of the bidder's proposed work plan. The labor categories shown here must match those on Price Sheet 2. For each deliverable shown, list the cost for each labor category by multiplying the hours shown on Price Sheet 5 by the all inclusive hourly rate shown on Price Sheet 2. List the total cost per deliverable in the final column. List the total cost for all deliverables on the final row.

BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE. BIDDERS ARE CAUTIONED NOT TO PLACE ANY FOOTNOTES, COMMENTS, REMARKS, ANNOTATIONS OR EXPLANATORY, CLARIFYING OR QUALIFYING STATEMENTS ETC. ON THE PRICE SHEET(S). THE INCLUSION OF ANY SUCH ITEMS COULD LEAD TO A DETERMINATION THAT YOUR BID IS MATERIALLY NON-RESPONSIVE.

	Labor Categories:	Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Cost for Deliverable	
1	BiWeekly Status Reports																							
2	Updated Project Plans																							
3	Minutes of All Meetings																							
4	Quality Management Plan																							

	Labor Categories:	Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Cost for Deliverable		
5	Review of Current Business Process & System																								
6	System/Data requirement definitions																								
7	Software components selected and used																								
8	Analysis and Design																								
9	Submit & Approve Functional Specification																								
10	Programming/Testing/Review cycle																								
11	Completion of the Production System																								
12	Conversion of Existing Data																								
13	Development and Testing of Defined Reports																								
14	Documentation																								
15	Testing of the Production System, including parallel processing of old and new system																								
16																									

	Labor Categories:	Senior Project Manager	Project Manager	System Architect	Database Administrator	Testing Manager	Security Manager	Information Specialist	Graphic Designer	Training Manager	Team Leader	Senior Analyst	Analyst	Senior Database Analyst	Database Analyst	Senior Programmer	Programmer	Senior Systems Integrator	Systems Integrator	Trainer	Documentation Specialist	Other, Specify	Total Cost for Deliverable
17	Implementation and Training (TO BE PROVIDED ON PRICE SCHEDULE 3)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
18																							
19																							
20																							
21	Sustainment/Warranty Period																						
22	Other																						
23																							
24																							
	Total Cost for Each Labor Category																						

Price Sheet 7

Hardware, Software, and Related Services

REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM TO NEW PLATFORM

Bidder: _____

Instructions: Bidders must use this schedule to list costs for all proposed hardware and software products making up their Enterprise License System solution (refer to RFP section 3.3.4).

This price sheet is a mandatory submittal. The State, at its sole option, may or may not purchase the goods and services offered.

Framework, transfer, or baseline software, if any, must be shown on the "Framework, Transfer, or Baseline software" worksheet, not herein.

1. For the proposed solution, define the hardware and software needed.
2. Each item must be labeled as primary (P) or alternative (A). Primary indicates the best solution or recommendation currently available to support the solution proposed.
Anticipating changes in technology and information gained during the project, provide alternatives to help ensure the State can purchase through this vehicle if it so chooses.
Alternatives may also be provided within one item for choices such as license type, warranty, maintenance, etc.
3. For software "license type", specify the type of license using P=Product, N=Named Seat, U=Number of Concurrent Users, E=Enterprise, O= Other (describe).
4. For hardware, provide calculations and supporting detail for system resource recommendations.
5. For "install & config cost", list the cost of services pertaining to the installation of the hardware or software.
6. For "total software" and "total hardware", total the final cost of all items in the primary proposed solution.
7. Bidders may provide pricing information and/or hourly rates for training services provided to State staff that directly relate to the installation, enhancement or support of the hardware and software proposed on this price sheet.

Software														
Product Description	Foot Note #	Primary / Alt	Product Name	Manufacturer	Product no, version	List Price	Discount Percent Off Listprice	Proposed Price	Length of Maintenance Agreement	Maint Agreement Price	Install & config cost	Total price per unit	Qty	Total Proposed Price
														\$
														\$
														\$
														\$

Software														
Product Description	Foot Note #	Primary / Alt	Product Name	Manufacturer	Product no, version	List Price	Discount Percent Off Listprice	Proposed Price	Length of Maintenance Agreement	Maint Agreement Price	Install & config cost	Total price per unit	Qty	Total Proposed Price
														\$
														\$
														\$
														\$
Total Software		P	-	-	-	-	-	-	-	-	-	-	-	\$
Hardware														
Environment	Foot Note #	Primary/ Alt	Product Name	Manufacturer	Model Number	List Price	Discount Percent Off Listprice	Proposed Price	Length of Maintenance Agreement	Maint Agreement Price	Install & config cost	Total cost per unit	Qty	Total Proposed Price
														\$
														\$
														\$
														\$
														\$
														\$
														\$
														\$
Total Hardware		P	-	-	-	-	-	-	-	-	-	-	-	\$

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
- Notice to Bidder Other _____

Name of Firm Submitting this information _____

Please Print

ATTACHMENT 8 – CODE OF ETHICS

NEW JERSEY STATE CASINO CONTROL COMMISSION
CODE OF ETHICS FOR VENDORS AND CONTRACTORS

STATE OF NEW JERSEY
CASINO CONTROL COMMISSION

CODE OF ETHICS
FOR
COMMISSION MEMBERS
AND EMPLOYEES

OCTOBER 1999

Revised by Casino Control Commission on August 16, 2000 and October 10, 2001.

CONTENTS

	Page
ARTICLE I. GENERAL PROVISIONS	
A. Statement of policy.....	3
B. Definitions.....	4

C. Standards of conduct.....	7
D. Continuing obligations.....	7
ARTICLE II. PRE-EMPLOYMENT RESTRICTIONS	
A. Prior employment and interests.....	8
ARTICLE III. RESTRICTIONS APPLICABLE TO MEMBERS AND EMPLOYEES DURING APPOINTMENT OR EMPLOYMENT	
A. Outside employment.....	9
B. Representation.....	10
C. Interests.....	10
D. Political Activity.....	11
E. Charitable and other outside activities.....	12
F. Gambling.....	14
G. Conduct.....	14
H. Pending proceedings.....	17
I. Disclosure.....	18
ARTICLE IV. POST-EMPLOYMENT RESTRICTIONS	
A. Applicable regulations.....	19
B. Solicitation or acceptance of employment.....	19
C. Representation.....	20
D. Interests.....	21
ARTICLE V. RESTRICTIONS APPLICABLE TO COHABITANTS AND RELATIVES	
A. Employment.....	22
B. Interests.....	23
C. Representation.....	23
D. Gambling.....	24
E. Post-employment restrictions.....	24
ARTICLE VI. RESTRICTIONS APPLICABLE TO PARTNERSHIPS, FIRMS AND CORPORATIONS	
A. Employment, representation and interests.....	24
B. Post-employment restrictions.....	25
ARTICLE VII. CONSULTANTS	
A. Conflicts Law.....	26
B. Applicable restrictions.....	26
SOURCES.....	28

ARTICLE I.

GENERAL PROVISIONS

A. Statement Of Policy

In the discharge of its powers, duties and responsibilities, the Casino Control Commission conducts its business consistent with high ethical standards. Commission members and employees are expected to perform their duties with undivided loyalty and in such a manner as to promote and preserve public trust and confidence. Commission members and employees shall avoid all situations where opportunity for personal or financial gain could influence their decisions in giving favored treatment to any organization or person. They shall also avoid circumstances and conduct which might appear questionable to the general public, even if such circumstances or conduct do not constitute actual wrongdoing or present an actual conflict of interest.¹ In order to promote public confidence in the integrity and impartiality of the Commission, Commission members and employees shall respect and comply with the law, and establish, maintain and enforce high standards of conduct.²

This Code of Ethics recognizes that under our democratic form of government, public officials and employees should be drawn from all segments of our society; that citizens who serve in the government cannot and should not be expected to be without personal interest in the decisions and policies of government; that citizens who are Commission members and employees have a right to private interests of a personal, financial and economic nature; and that standards of conduct should separate those conflicts of interest which are unavoidable in a free society from those conflicts of interest which are substantial and material, or which bring government into disrepute.³

B. Definitions

The following words and terms, when used in this Code of Ethics, shall have the following meanings unless the context clearly indicates otherwise:

SOURCES

¹ *N.J.S.A. 52:13d-12a*

² *Code of Judicial Conduct*, section 1

³ *N.J.S.A. 52:13D-12c, 23e(8)*

“**Act**” means the Casino Control Act, *N.J.S.A. 5:12-1 et seq.*

“**Cohabit**” means to reside in a house, apartment or other living quarters with any other person.

“**Cohabitant**” means any person with whom a person cohabits.

“**Commission**” means the New Jersey Casino Control Commission.

“**Commission employee**” means an individual employed by the Casino Control Commission.

“**Commission member**” means an individual appointed to the Commission pursuant to *N.J.S.A. 5:12-52*.

“**Conflicts Law**” means the New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.*

“**Consultant**” means an individual who is under contract to provide services to the Commission, and who is not a full-time or part-time employee of the Commission.

“**CSI**” means any enterprise that is determined to be a casino service industry in accordance with *N.J.S.A. 5:12-12 and –92* and *N.J.A.C. 19:51*.

“**Ethics Liaison Officer**” means the individual appointed by the Chairperson to enforce the Commission’s Code of Ethics and the Conflicts Law, to review ethics matters involving Commission members and employees, and to act as liaison to the Executive Commission on Ethical Standards.

“**Ethics Review Committee**” means the three-member body, including the Ethics Liaison Officer, appointed by the Chairperson to enforce the Commission’s Code of Ethics and the Conflicts Law, and to review ethics matters involving Commission members and employees as may be referred by the Ethics Liaison Officer.

“**Gaming-related CSI licensee or applicant**” means the holder of a CSI license issued pursuant to *N.J.S.A. 5:12-92a* or any applicant for such a license.

“**Holding company**” is defined by *N.J.S.A. 5:12-26* to mean any corporation, association, firm, partnership, trust or other form of business organization not a natural person which directly or indirectly owns, has the power or right to control, or has the power to vote any significant part of the outstanding voting securities of a corporation which holds or has applied for a casino license, however many subsidiaries may intervene between the holding company and the licensee or applicant.

“**Intermediary company**” is defined by *N.J.S.A. 5:12-28* to mean any corporation, association, firm, partnership, trust or any other form of business organization not a natural person, which is a holding company with respect to a corporation which holds or has applied for a casino license and is a subsidiary with respect to any holding company.

“**Licensee, registrant or applicant**” means any person licensed by or registered with the Commission and any applicant for such licensure or registration.

“**Member of the immediate family**” of a person means that person’s spouse, child, parent or sibling residing in the same household.

“**Nongaming-related CSI licensee or applicant**” means the holder of a casino service industry license issued pursuant to *N.J.S.A. 5:12-92c* or any applicant for such a license.

“**Person**” means a corporation, association, operation, partnership, trust or other form of business association as well as a natural person.

“**Policy-making management position**” means the Commission’s Executive Secretary; the directors of the divisions of Financial Evaluation, Licensing, Compliance and Administration; and the General Counsel.

“**Published work**” is defined by *N.J.A.C. 19:61-6.2*.

“**Qualifier of a licensed CSI**” means a person who is required to establish his or her qualifications pursuant to *N.J.S.A. 5:12-92* and *N.J.A.C. 19:51* in connection with the application for licensure of a CSI enterprise.

“**Relative**” means a spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or first cousin, whether in whole or half blood, by marriage, adoption or natural relationship, and the spouse of any such person.

“**Subsidiary company**” is defined by *N.J.S.A. 5:12-47* to mean:

(a) Any corporation, any significant part of whose outstanding equity securities are owned, subject to a power or right of control, or held with power to vote, by a holding company or an intermediary company; or

(b) A significant interest in any firm, association, partnership, trust or other form of business organization not a natural person, which is owned, subject to a power or right of control, or held with power to vote, by a holding company or an intermediary company.

C. Standards Of Conduct

Commission members and employees are governed by ethical standards set forth in the Act, Commission rules and this Code of Ethics. As employees of the State, Commission members and employees are also governed by ethical standards set forth in the Conflicts Law and the rules and opinions of the Executive Commission on Ethical Standards. Some standards in this Code of Ethics may be stricter than the Act or the Conflicts Law or any other State law.⁴

It is the responsibility of each Commission member and employee to comply with all applicable statutory and regulatory provisions and any amendments thereto, whether or not such provisions and amendments are included in this Code of Ethics.

D. Continuing Obligations

It is the continuing duty of each Commission member and employee to review and assess his or her conduct in light of this Code of Ethics. A Commission member or employee has an affirmative obligation to request advice from the Commission's Ethics Liaison Officer when he or she has any reasonable doubt regarding the propriety of his or her past, present or future conduct or the conduct of any other Commission member or employee, or if he or she has any question regarding the applicability or meaning of any provision of this Code of Ethics or any other restriction.

After review by the Ethics Liaison Officer, an appropriate response shall be prepared and delivered to the Commission member or employee who has sought advice. The Ethics Liaison Officer may, in his or her discretion, refer the matter to the Ethics Review Committee. In appropriate matters, a request for a formal ruling shall be made to the Executive Commission on Ethical Standards.

⁴ *N.J.S.A. 5:12-59d*

It is the duty of each Commission member and employee to cooperate with the Ethics Liaison Officer, the Ethics Review Committee, the Commission's Internal Audit Committee and the Executive Commission on Ethical Standards in all matters.

ARTICLE II.

PRE-EMPLOYMENT RESTRICTIONS

A. Prior Employment And Interests

1. No person shall be appointed to or employed by the Commission if, at any time during the three years prior to appointment or employment, he or she was employed by, or held any direct or indirect interest in, a casino licensee or applicant, or a gaming-related CSI licensee or applicant, except that:

(a) Such person may be employed by the Commission in a secretarial or clerical position if the Commission determines that the previous employment or interest would not interfere with the objective discharge of such person's employment obligations; or

(b) Such person may be employed by the Commission if his or her interest in a licensee or applicant was not a controlling interest and if the Commission determines that such interest would not interfere with the objective discharge of his or her employment obligations.⁵

2. Prior to appointment or employment, each Commission member and employee shall certify in writing that he or she possesses no interest in any person licensed by or registered with the Commission.⁶

⁵ *N.J.S.A. 5:12-58b*

ARTICLE III.

RESTRICTIONS APPLICABLE TO MEMBERS AND EMPLOYEES DURING APPOINTMENT OR EMPLOYMENT

A. Outside employment

1. Except as provided herein, the Act requires that Commission members and employees devote their entire vocational time and attention to their Commission duties.⁷ Therefore, a Commission member shall not pursue any other business, occupation or employment while working for the Commission. A Commission employee shall not pursue any other business, occupation or employment while working for the Commission unless such activities satisfy the following requirements:

(a) No Commission employee shall hold employment with a casino licensee or applicant, a holding company or intermediary company⁸ or a gaming related CSI licensee or applicant. A Commission employee may hold employment with a nongaming-related CSI licensee or applicant, or with any registrant, provided that the employee complies with all requirements otherwise applicable under Article III.A and that such employment does not, in the Commission's determination, present a real or apparent conflict of interest.

(b) All Commission employees shall, in advance of accepting any outside employment or business responsibilities, advise the Commission of the prospective activity by completing a Commission employee certification form.

(c) A Commission secretarial or clerical employee may, without the prior approval of the Commission, engage in outside employment or business activity if it does not interfere with his or her duties to the Commission.⁹

(d) Any other Commission employee may, with the prior approval of the Commission, engage in an outside employment or business activity if it will not interfere with or be in conflict with his or her duties to the Commission.¹⁰

⁶ *N.J.S.A. 5:12-58c*

⁷ *N.J.S.A. 5:12-59g*

⁸ *N.J.S.A. 52:13D-17.2b*

⁹ *N.J.S.A. 5:12-59g*

¹⁰ *Ibid.*

(e) No Commission employee shall engage in any employment which might reasonably be expected to impair his or her objectivity and independence of judgment in the exercise of his or her official duties.¹¹

2. If a Commission member or employee engages in any business, profession, trade or occupation that is licensed by any State agency, he or she must promptly file written notice of such activity with the Executive Commission on Ethical Standards.¹²

3. No Commission member or employee shall engage in any business or transaction or professional activity which is in substantial conflict with the discharge of his or her duties in the public interest.¹³

B. Representation

1. A Commission member or employee shall not represent, appear for or negotiate on behalf of:

(a) Any licensee, registrant or applicant or any holding company or intermediary company;¹⁴

(b) Any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency, except as otherwise provided in *N.J.S.A. 52:13D-16c*.¹⁵

C. Interests

1. No Commission member or employee shall hold any direct or indirect interest in a licensee, registrant or applicant, including a holding company or intermediary company.¹⁶

¹¹ *N.J.S.A. 52:13D-23e(5)*

¹² *N.J.S.A. 5:12-23e(2)*

¹³ *N.J.S.A. 52:13D-23e(1)*

¹⁴ *N.J.S.A. 52:13D-17.2b*

¹⁵ *N.J.S.A. 52:13D-16*

¹⁶ *N.J.S.A. 52:13D-17.2b; N.J.S.A. 5:12-59f*

2. No Commission member or employee shall hold any direct or indirect interest, financial or otherwise, which is in substantial conflict with the discharge of his or her duties in the public interest.¹⁷

D. Political activity

1. A Commission member shall not engage in any political activity, including, without limitation, the following:

(a) Acting as a leader or holding an office in a political organization;

(b) Making speeches for a political organization or candidate or

publicly endorsing a candidate for political office;

(c) Attending political functions or functions that are likely to be considered as being political in nature; and

(d) Soliciting funds for or paying any assessment or making any contribution to a political organization or candidate, or purchasing tickets for political party dinners or other functions.

2. A Commission member shall resign from office when he or she becomes a candidate either in a party primary or a general, special or municipal election for an elective public office.

3. A Commission member or employee shall not:

(a) Use his or her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;

(b) Directly or indirectly coerce, attempt to coerce, command or advise any person to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes; or

(c) Take any active part in political campaigns or the management thereof.¹⁸

4. Nothing herein shall prohibit a Commission member or employee from voting as he or she chooses or expressing his or her personal opinions on political subjects and candidates.¹⁹

¹⁷ *N.J.S.A. 52:13D-23e(1)*

¹⁸ *N.J.S.A. 5:12-59h*

¹⁹ *Ibid.*

E. Charitable and other outside activities

1. A Commission member shall not attend any convention, meeting, show, exhibition or other event, eat any meal, drink any beverage, or purchase any thing or service in any premises subject to licensure or approval by the Commission except in the course of the performance of his or her duties. However, a Commission member may attend a family or similar social gathering, or a civic, charitable or professional association function, provided that:

(a) He or she does not permit payment for any such attendance by any other person, other than the host or sponsoring organization;

(b) He or she shall not, directly or indirectly, sponsor or contract for such gathering or function; and

(c) Prior to or within 48 hours after the event, he or she shall file with the Executive Secretary a statement identifying the location and circumstances of the event; the cost and manner of payment thereof, if known, and the payor therefore. Such statements shall be maintained by the Executive Secretary and made available for public inspection.

2. No Commission member or employee shall attend any event, as defined in *N.J.A.C. 19:61-6.2*, the invitation for which is extended because of his or her official position, unless he or she complies with the requirements set forth in *N.J.A.C. 19:61-6*.

3. A Commission member shall not solicit funds for any educational, religious, charitable, fraternal or civic organization, or use or permit the use of his or her office for that purpose; be listed as an officer, director or trustee of such an organization in any letter or other document used in such solicitation; be a speaker or guest of honor at an organization's fundraising events, but may attend such events and contribute to such organizations; or give investment advice to such an organization or serve on its board of directors or trustees if it has the responsibility for approving investment decisions.

4. A Commission member or employee shall not permit the use of his or her official title for the purpose of fundraising for a private organization.²⁰

5. A Commission member may speak, write, lecture or participate in other activities concerning the casino industry, if in so doing the Commission member does not cast doubt on his or her ability to decide impartially any matter which may come before the Commission, and provided that the Commission member does not accept compensation or honoraria for any such activity.

6. A Commission employee shall not accept compensation for published works created as part of his or her official duties on State time using State resources.²¹

7. A Commission member or employee may accept compensation for published works not created as part of his or her official duties provided that he or she complies with *N.J.A.C. 19:61-6.7*.

8. A Commission employee may participate in any civic or charitable activities that do not interfere with his or her independence of judgment.

F. Gambling

Commission members and employees are prohibited from gambling in any establishment licensed by the Commission, except in the course of their official duties and with the prior written approval of the Commission.²²

G. Conduct

1. A Commission member or employee shall not:

(a) Knowingly act in any way that might reasonably be expected

to create an impression among the public that he or she may be engaged in conduct that violates his or her trust as a Commission member or employee;²³

(b) Use or attempt to use his or her official position to obtain unwarranted

²⁰ *N.J.A.C. 19:61-6.6*

²¹ *N.J.A.C. 19:61-6.7(a)*

²² *N.J.S.A. 5:12-59e(1)*

²³ *N.J.S.A. 52:13D-23e(7)*

privileges or advantages for himself or herself or others;²⁴

(c) Act in his or her official capacity in any matter in which the member or employee or any cohabitant or relative has a direct or indirect financial interest that might reasonably be expected to impair his or her objectivity or independence of judgment;²⁵

(d) Act in his or her official capacity in any matter concerning a licensee or applicant who is the employer of a cohabitant or relative when the fact of the employment might reasonably be expected to impair his or her objectivity and independence of judgment;²⁶

(e) Willfully disclose, directly or indirectly, without the prior authorization of the Commission, any confidential information concerning the affairs of the Commission not generally known or legally available to the public. Any direct or indirect willful disclosure of confidential information under circumstances other than those identified in *N.J.A.C.* 19:40-4.8 shall subject such person to the penalties set forth in *N.J.A.C.* 19:40-4.9;

(f) Use or permit the use of any confidential information which he or she receives or to which he or she has access by virtue of his or her official duties, to advance his or her personal or financial interests or those of any other person;²⁷

(g) Directly or indirectly accept any gift, favor, service, employment, offer of employment or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the member or employee in the discharge of his or her official duties.²⁸ The State Guidelines Governing the Receipt of Gifts and Favors is incorporated herein as if set forth in full.

²⁴ *N.J.S.A.* 52:13D-23e(3)

²⁵ *N.J.S.A.* 52:13D-23e(4); *N.J.S.A.* 5:12-59e(3)

²⁶ *N.J.S.A.* 5:12-59e(4) (as to employer of spouse, parent, child or sibling of employee)

²⁷ *N.J.S.A.* 52:13D-25

²⁸ *N.J.S.A.* 52:13D-14, 23e(6)

(h) Solicit or accept, directly or indirectly, any complimentary service or discount from any casino licensee or applicant which he or she knows or has reason to know is other than a service or discount that is offered to the general public in like circumstances;²⁹

(i) Make any reservation, arrange any meeting, or solicit or accept any thing, service or favor for or on behalf of another party from any person subject to licensure or approval by the Commission except in the course of the performance of his or her duties and in accordance with the operational procedures governing such activity; or

(j) Stay overnight in a guest room at any casino hotel licensed by the Commission, except in the course of his or her official duties and with the prior approval of the Commission.

2. (a) It is the duty of each Commission member and employee to refrain at all times from any criminal conduct, and to cooperate with law enforcement officers in the proper performance of their official duties.
(b) It is the duty of each Commission member and employee who is charged with a crime or disorderly persons offense or with any motor vehicle violation that would adversely affect the performance of his or her duties, to report the charge to the Commission's Ethics Liaison Officer.

3. It is the duty of each Commission member and employee to appear and testify upon matters directly related to the conduct of his or her office, position or employment before any State or federal court, grand jury, or the State Commission of Investigation (SCI). Any Commission member or employee who fails or refuses to appear and testify, after having been informed of his or her duty to appear and testify by the prosecuting attorney or an SCI member or attorney, shall be subject to removal from his or her office, position or employment.³⁰

4. A Commission member shall not testify as a character witness.

5. A Commission employee shall not testify as a character witness in any matter before the Commission.

6. Commission members shall not lend the prestige of their office to advance the private interests of others, nor convey or permit others to convey the impression that they are in a special position of influence.

7. Commission members shall uphold the integrity and independence of the Commission; shall perform the duties of their office impartially and diligently; and shall be patient, dignified and courteous to those individuals with whom they deal in their official capacity. They shall diligently discharge their administrative

²⁹ *N.J.S.A. 52:13D-17.2f*

³⁰ *N.J.S.A. 5:12-52g*

responsibilities. They shall require members of the Commission staff to comply with this Code of Ethics. They shall not make unnecessary appointments, shall exercise the power of appointment only on the basis of merit, and shall allow only such compensation as is fair value for the services rendered.

H. Pending proceedings

1. A Commission member shall disqualify himself or herself in a proceeding in which his or her impartiality may reasonably be questioned, including but not limited to instances where he or she has a personal bias or prejudice concerning a party or personal knowledge of disputed evidentiary facts concerning the proceeding, or in other circumstances requiring disqualification of a judge pursuant to the provisions of the Code of Judicial Conduct.

2. A Commission member shall abstain from public comment about a pending proceeding, except in the course of his or her official duties or in explaining for public information the procedures of the Commission.

3. A Commission member shall neither initiate nor consider *ex parte* or other communications regarding a pending proceeding, except for consulting with their staff whose function it is to aid the Commission in carrying out its responsibilities.

4. A Commission member shall not meet with any person, except for any other Commission member or employee, or discuss with him or her any issues involving any pending or proposed application or any matter whatsoever which may reasonably be expected to come before the Commission or any member thereof for determination unless the meeting or discussion takes place on the business premises of the Commission. However, Commission members may meet to consider matters requiring the physical inspection of equipment or premises at the location of the equipment or premises. All meetings or discussions subject to this section of the Code shall be noted in a log maintained for this purpose and available for inspection, pursuant to the provisions of *N.J.S.A. 47:1A-1 et seq.*³¹

I. Disclosure

³¹ *N.J.S.A. 5:12-59e(6)*

1. **Cohabitants and Relatives.** Each Commission member and employee shall disclose, in writing, the following information to the Commission upon commencement of membership or employment, within five days of the date when he or she becomes aware of any required information not previously reported, and annually no later than January 31 of each year during the course of appointment or employment:

(a) Any cohabitant or relative who holds or has filed an application for any license or registration issued by the Commission;

(b) Any cohabitant or relative who is employed by a casino licensee or applicant, or a holding company, intermediary company or subsidiary company; (c) Any cohabitant or relative who is a qualifier of a licensed CSI; and

(d) Any cohabitant or relative who holds a financial interest on a casino licensee or applicant or any holding company, intermediary company or subsidiary company.

2. **Financial Disclosure.** Each Commission member and employee, except for secretarial and clerical employees, shall at the time of appointment or employment and annually thereafter during his or her appointment or employment, file a sworn financial disclosure statement with the Executive Commission on Ethical Standards listing all of his or her assets and liabilities, property and business interests and sources of income, and those of his or her spouse. Each Commission member shall also file such a disclosure statement for his or her children, parents and siblings.³²

3. The failure to file the above-required disclosures, or the filing of a willfully false disclosure, is grounds for termination of employment.

ARTICLE IV.

POST-EMPLOYMENT RESTRICTIONS

A. Applicable regulations

³² *N.J.S.A. 5:12-58d, e*

Commission regulations regarding post-employment restrictions are set forth at *N.J.A.C.* 19:40-2.6, and are incorporated herein as if set forth in full.

B. Solicitation or acceptance of employment

1. Upon termination of his or her office or employment with the Commission, a Commission member or employee shall not solicit or accept employment with, or acquire any direct or indirect interest in, any casino licensee or applicant or holding company or intermediary company, or any other licensee, registrant or applicant, except for a non-gaming CSI licensee or applicant, as follows:

(a) For a former Commission member, for a period of four years following the termination of his or her office;³³

(b) For a former Commission employee other than a secretarial or clerical employee, for a period of two years following termination of employment;³⁴ provided, however, that any person who held a position with the Commission that was defined as a policy-making management position at any time during the five years prior to termination of his or her employment, at the end of the two-year period and for two years thereafter, he or she shall not solicit or accept employment with any licensee, registrant or applicant, except with the prior approval of the Commission upon a finding that the employment will not create a real or apparent conflict of interest;³⁵

(c) Notwithstanding (b) above, if a Commission employee is terminated as the result of a reduction in workforce, he or she may at any time accept employment with a licensee, registrant or applicant with the prior approval of the Commission upon a finding that the employment will not create a real or apparent conflict of interest. This provision does not apply to any person who held a position with the

³³ *N.J.S.A.* 5:12-60a

³⁴ *N.J.S.A.* 5:12-60b(1)

³⁵ *Ibid.*

Commission that was defined as a policy-making management position at any time during the five years prior to termination of his or her employment.³⁶

(d) Secretarial and clerical employees are not subject to any post-employment restriction.³⁷

C. Representation

1. For a period of two years following the termination of his or her office or employment with the Commission, a former Commission member or employee shall not:

(a) Represent, appear for or negotiate on behalf of, any casino licensee or applicant or any holding company or intermediary company; or³⁸

(b) Represent any person or party other than the State before or against the Commission.³⁹

2. No former Commission member or employee shall represent, appear for, negotiate on behalf of, provide information not generally available to members of the public or services to, or agree to do so, whether directly or through any partnership, firm or corporation in which he or she has an interest, or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which he or she has made any investigation, rendered any ruling, given any opinion or been otherwise substantially and directly involved in at any time during the course of his or her office or employment.⁴⁰

D. Interests

No former Commission member or employee, other than a secretarial or clerical employee, shall acquire any direct or indirect interest in any casino licensee or applicant or any holding company or intermediary company, as follows:

³⁶ *N.J.S.A. 5:12-60b(2)*

³⁷ *N.J.S.A. 5:12-60b(1)*

³⁸ *N.J.S.A. 52:13D-17.2c*

³⁹ *N.J.S.A. 5:12-60c*

⁴⁰ *N.J.S.A. 52:13D-17*

(a) For a former Commission member, for a period of four years following the termination of his or her office;⁴¹

(b) For a former Commission employee other than a secretarial or clerical employee, for a period of two years following termination of employment;⁴² provided, however, that any person who held a position with the Commission that was defined as a policy-making management position at any time during the five years prior to termination of his or her employment, at the end of the two-year period in (b) above and for two years thereafter, he or she shall not acquire any interest in any licensee, registrant or applicant, except with the prior approval of the Commission upon a finding that the interest will not create a real or apparent conflict of interest.⁴³

ARTICLE V. RESTRICTIONS APPLICABLE TO COHABITANTS AND RELATIVES

A. Employment

1. No spouse, parent, child or sibling of a Commission member shall be employed in any capacity by a casino licensee or applicant or any holding company, intermediary company or subsidiary.⁴⁴

2. No Commission member or employee shall cohabit with any person who is an employee of a casino licensee or applicant or any holding, intermediary or subsidiary company, except that a Commission employee may cohabit with such person upon obtaining a prior waiver of this prohibition from the Commission. If such cohabitant is or later becomes a member of the immediate family of a Commission employee, the Conflicts Law requires that the employee obtain a second waiver from the Executive Commission on Ethical Standards. Violation of this provision is grounds for termination of employment.

(a) A Commission employee may request such a waiver from the Commission by submitting a written request to the Commission's Ethics Liaison Officer, setting forth all the relevant facts, including:

i. The relationship between the employee and the prospective cohabitant;

⁴¹ *N.J.S.A. 5:12-60a; N.J.S.A. 52:13D-17.2c*

⁴² *N.J.S.A. 5:12-60b(1); N.J.S.A. 52:13D-17.2c*

⁴³ *Ibid.*

⁴⁴ *N.J.S.A. 5:12-59e(5)*

ii. The employer, employment location and job title and responsibilities of the prospective cohabitant;

iii. The anticipated duration of the cohabitation; and

iv. If applicable, the Commission employee must also certify that the prospective cohabitant is not a member of his or her immediate family.

(b) The Commission may grant, with or without special conditions, or deny the application after considering the following, without limitation:

i. The impact of the cohabitation on the effective discharge of the employee's duties, including the ability of the Commission to insulate the Commission employee from any functions related to the regulation of the cohabitant's employer ; and

ii. The impact of the cohabitation on the reasonable public expectation of the Commission employee's independence and lack of personal interest.

(c) If the prospective cohabitant is a member of the immediate family of a Commission employee the Commission will forward the application and the Commission's recommendation to the Executive Commission on Ethical Standards for determination in accordance with *N.J.S.A. 52:13D-17.2*.

B. Interests

No member of the immediate family of a Commission member or employee shall hold any direct or indirect interest in any licensee, registrant or applicant.

C. Representation

No member of the immediate family of a Commission member or employee shall represent, appear for or negotiate on behalf of, any casino licensee or applicant or any holding company or intermediary company.⁴⁵

D. Gambling

⁴⁵ *N.J.S.A. 52:13D-17.2b*

The spouse of a Commission member or employee is prohibited from gambling in any establishment licensed by the Commission.

E. Post-employment restrictions

1. No member of the immediate family of a former Commission member or employee shall, for a period of two years following the termination of the office or employment with the Commission, accept employment with any casino licensee or applicant or any holding company or intermediary company, except that such person may hold employment with a casino licensee or applicant if the Executive Committee on Ethical Standards determines that such employment will not interfere with the responsibilities of such person and will not create a conflict of interest or a reasonable risk of the public perception of a conflict of interest.⁴⁶

2. No member of the immediate family of a former Commission member or employee shall, for a period of two years following the termination of the office or employment with the Commission, acquire any direct or indirect interest in, or represent, appear for or negotiate on behalf of, any casino licensee or applicant or any holding company or intermediary company.⁴⁷

ARTICLE VI.

**RESTRICTIONS APPLICABLE TO PARTNERSHIPS,
FIRMS AND CORPORATIONS**

A. Employment, representation and interests

1. No partnership, firm or corporation with which a Commission member or employee is associated or in which he or she has an interest, and no partner, officer, director or employee thereof, shall:

(a) Hold employment with, or represent, appear for or negotiate on behalf of any casino licensee or applicant or any holding company or intermediary company.⁴⁸

⁴⁶ *N.J.S.A. 52:13D-17.2c*

⁴⁷ *Ibid.*

(b) Hold any direct or indirect interest, as defined by *N.J.S.A. 52:13D-13*, in any casino licensee or applicant or any holding company or intermediary company.⁴⁹

(c) Represent, appear for, or negotiate on behalf of, or agree to represent, appear for or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency, except as otherwise provided in *N.J.S.A. 52:13D-16c*.⁵⁰

B. Post-employment restrictions

1. No partnership, firm or corporation with which a former Commission member or employee has an interest, and no any partner, officer, director or employee thereof, shall make any appearance or representation that is prohibited to the former member or employee, other than on behalf of a non-gaming-related CSI.⁵¹

2. No partnership, firm or corporation with which a former Commission member or employee has an interest, and no any partner, officer, director or employee thereof, shall, for a period of two years following the termination of the office or employment with the Commission, acquire any direct or indirect interest in, or represent, appear for or negotiate on behalf of, any casino licensee or applicant or any holding company or intermediary company.⁵² For purposes of this restriction, “interest” is defined by *N.J.S.A. 52:13D-13*.

ARTICLE VII. CONSULTANTS

A. Conflicts Law

A consultant shall be deemed to be a “special state employee without

⁴⁸ *N.J.S.A. 52:13D-17.2b*

⁴⁹ *Ibid.*

⁵⁰ *N.J.S.A. 52:13D-16b*

⁵¹ *N.J.S.A. 5:12-60d*

⁵² *N.J.S.A. 52:13D-17.2c*

responsibility for matters affecting casino activity”⁵³ for purposes of applying the provisions of the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq., except as otherwise provided herein.

B. Applicable Restrictions

1. No consultant, nor any corporation, firm or partnership in which he has an interest or by which he is employed, shall represent any person or party other than the Commission or the Division before the Commission.⁵⁴

2. The provisions of this Code of Ethics shall not apply to a consultant, except as follows:

- (a) The general provisions of Article I;
- (b) The prohibition against gambling in Article III, paragraph F and Article V, paragraph D;
- (c) The guidelines for conduct in Article III, paragraph G. 1 (a)-(g); and
- (d) The disclosure requirements of Article III, paragraph I. 1.

3. In order to avoid the appearance of a violation of the public trust,⁵⁵ no consultant who provides services directly related to the implementation of the Act or Commission regulations shall simultaneously enter any contract for services with the Commission and any of the following:

- (a) A casino licensee or applicant;
- (b) A holding company or intermediary company;

or

- (c) Any gaming-related CSI licensee or applicant.

4. No consultant, nor any member of his or her immediate family, nor any partnership, firm or corporation with which he or she is associated or with which he or she has an interest, shall acquire any direct or indirect

⁵³ *N.J.S.A. 5:12-59i*; Attorney General Opinion M81-4842 (12-5-81)

⁵⁴ *N.J.S.A. 5:12-59i*

⁵⁵ *N.J.S.A. 52:13D-23e(7)*

interest in a licensee, registrant or applicant, or any holding company or intermediary company, during the course of his or her contract for services with the Commission.

SOURCES

¹ *N.J.S.A. 52:13d-12a*

¹ Code of Judicial Conduct , section 1

¹ *N.J.S.A. 52:13D-12c, 23e(8)*

¹ *N.J.S.A. 5:12-59d*

¹ *N.J.S.A. 5:12-58b*

¹ *N.J.S.A. 5:12-58c*

¹ *N.J.S.A. 5:12-59g*

8 *N.J.S.A. 52:13D-17.2b*

9 *N.J.S.A. 5:12-59g*

10 *Ibid.*

¹ *N.J.S.A. 52:13D-23e(5)*

¹ *N.J.S.A. 5:12-23e(2)*

¹ *N.J.S.A. 52:13D-23e(1)*

14 *N.J.S.A. 52:13D-17.2b*

¹ N.J.S.A. 52:13D-16

16 N.J.S.A. 52:13D-17.2b; N.J.S.A. 5:12-59f

¹ N.J.S.A. 52:13D-23e(1)

18 N.J.S.A. 5:12-59h

¹ *Ibid.*

20 N.J.A.C. 19:61-6.6

21 N.J.A.C. 19:61-6.7(a)

¹ N.J.S.A. 5:12-59e(1)

23 N.J.S.A. 52:13D-23e(7)

¹ N.J.S.A. 52:13D-23e(3)

¹ N.J.S.A. 52:13D-23e(4); N.J.S.A. 5:12-59e(3)

¹ N.J.S.A. 5:12-59e(4) (as to employer of spouse, parent, child or sibling of employee)

¹ N.J.S.A. 52:13D-25

¹ N.J.S.A. 52:13D-14, 23e(6)

¹ N.J.S.A. 52:13D-17.2f

¹ N.J.S.A. 5:12-52g

¹ N.J.S.A. 5:12-59e(6)

¹ N.J.S.A. 5:12-58d, e

¹ N.J.S.A. 5:12-60a

34 N.J.S.A. 5:12-60b(1)

¹ *Ibid.*

¹ N.J.S.A. 5:12-60b(2)

37 N.J.S.A. 5:12-60b(1)

¹ N.J.S.A. 52:13D-17.2c

¹ N.J.S.A. 5:12-60c

¹ N.J.S.A. 52:13D-17

¹ N.J.S.A. 5:12-60a; N.J.S.A. 52:13D-17.2c

42 N.J.S.A. 5:12-60b(1); N.J.S.A. 52:13D-17.2c

¹ *Ibid.*

¹ N.J.S.A. 5:12-59e(5)

¹ N.J.S.A. 52:13D-17.2b

¹ N.J.S.A. 52:13D-17.2c

47 *Ibid.*

¹ *N.J.S.A. 52:13D-17.2b*

¹ *Ibid.*

50 *N.J.S.A. 52:13D-16b*

51 *N.J.S.A. 5:12-60d*

¹ *N.J.S.A. 52:13D-17.2c*

¹ *N.J.S.A. 5:12-59i; Attorney General Opinion M81-4842 (12-5-81)*

¹ *N.J.S.A. 5:12-59i*

55 *N.J.S.A. 52:13D-23e(7)*

Note:

Article III, A.1(a) (outside employment) was amended by the Commission on August 16, 2000.

Article III, G.2(a) and (b) (conduct) added by the Commission on October 10, 2001.

ATTACHMENT 9 – CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Agreement made and entered into between the State Of New Jersey, acting by and through the Division Of Purchase And Property in the Department of the Treasury, on behalf of the Casino Control Commission (the "Commission"), hereinafter sometimes referred to as the State or the Commission or **Disclosing Party**, and _____ hereinafter referred to as the successful bidder, the Contractor or **Receiving Party**.

WHEREAS, the Receiving Party proposes to contract for the performance of the specific tasks described in the Request for Proposal (RFP) which are incorporated into the contract between the State of New Jersey and successful bidder (hereinafter the Contractor); and

WHEREAS, in connection with the specific tasks described in the Request for Proposal, Commission may from time to time disclose to the Contractor certain information, which may be oral, written, or in machine-readable form, which is confidential and proprietary, and to which the Commission wishes to restrict access; and

WHEREAS, given the sensitive and proprietary nature of the materials contained in the required submissions from Commission Licensees, and all ancillary material, the Licensees expect that the Commission will handle all material related to proprietary systems in as confidential a manner as possible and the Commission has acknowledged the sensitive and proprietary nature of such material; and

WHEREAS, prior to disclosure to the Contractor, the Commission is desirous of insuring that such disclosure of such material is made under proper, fitting and binding restrictions of confidentiality; and,

WHEREAS, Contractor agrees that licensee submissions and all ancillary material thereto must and will be maintained in a confidential manner;

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the promises, representations, warranties, understandings, undertakings, agreements and covenants herein contained, and intending to be legally bound thereby, Bidder does hereby covenant and agree as follows:

1. Any person who will require access to Confidential Information, as defined below, must agree to the terms set forth in this Confidentiality Agreement and evidence such agreement by signing and returning this Confidentiality Agreement to the State Contract Manager.

2. Confidential Information

- a. "Confidential Information" shall mean any information or data of a confidential nature, which is not considered public record, including but not limited to: (a) personal information about individuals and entities; (b) technical, developmental, marketing, sales, operating, performance, cost, know-how, methodologies, business and process information; (c) computer programs and related documentation, including related programming know-how and techniques; and (d) all record-bearing media containing or disclosing such information, know-how and techniques disclosed to [Receiving Party] under this Agreement.
- b. Confidential Information shall not include information that (a) is or becomes available to the public other than by disclosure by the [Receiving Party] in violation of this Agreement; (b) was demonstrably known to [Receiving Party] previously with no obligation to hold it in confidence; (c) is independently developed by either party without recourse to the Confidential Information; or (d) was rightfully obtained by either party from a third party without an obligation of confidentiality.

3. Disclosure to Third Parties

Contractor shall identify, in writing, a point of contact for the receipt of confidential materials. Contractor shall make no copies of any such materials beyond the originals provided to it without the consent of the Commission except that the project manager or equivalent assigned by Contractor for the contract may make copies solely for the use of employees performing portions of the contract only if the project manager or equivalent maintains a log of exactly what materials were copied, the date the same were copied, the employee to whom they were provided and the date the copies were returned to the project manager or equivalent (the Log). Contractor shall use the same care and discretion to avoid disclosure, publication or dissemination of the confidential material as Contractor employs with similar information of its own which it does not desire to disclose, publish or disseminate. [Receiving Party] shall not disclose Confidential Information to any third party (including Receiving Party's agents, representatives, independent consultants/contractors, subcontractors, as

well as any third party's agents, representatives, independent consultants/contractors and subcontractors) unless, prior to any disclosure, the [Receiving Party] has obtained [Disclosing Party's] written permission and the third party has executed a nondisclosure agreement provided by [Disclosing Party] which requires the third party recipient to consent to abide by the terms of this Agreement. [Receiving Party] shall not allow the Confidential Information to be accessed through a computer bulletin board or other "shareware" distribution process. In any event, Contractor shall not disclose confidential material to any person, whether employed by Contractor or not, who is employed by or is otherwise related to the casino business or any part thereof. At such time as Contractor completes performance of the contract, or at the end of the Term of the contract, Contractor shall return all original materials released to it by the Commission pursuant to this Agreement, any copies made as permitted by this paragraph two (collectively: the Records), and a copy of the Log. In addition Contractor shall deliver notice to the Commission certifying compliance at the time it returns the Records and a copy of the Log to the Commission.

The Confidential Information, including permitted copies, shall be deemed to be the exclusive property of the [Disclosing Party]. [Receiving Party] shall (a) only use Confidential Information as provided by this Agreement, (b) have no right, title, or interest in the Confidential Information except as provided for in this Agreement, (c) notify [Disclosing Party] within two (2) business days of any loss or unauthorized disclosure or use of the Confidential Information, and (d) not remove, modify or obliterate any copyright, trademark, or other proprietary rights notice from the Confidential Information.

4. Relief/Remedy

[Receiving Party] acknowledges that any disclosure or use of any Confidential Information in violation of this Agreement may cause [Disclosing Party] irreparable harm, the amount of which is difficult to estimate, making any remedy at law or in damage inadequate. Therefore, [Receiving Party] agrees that [Disclosing Party] shall have the right to obtain from any court of competent jurisdiction specific performance or other temporary or permanent injunctive relief for any breach or threatened breach of this Agreement. This right shall be in addition to any other remedies available to [Disclosing Party] in law or in equity.

5. Miscellaneous

- a. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile, or overnight courier to the addresses set forth on the first page of this Agreement.
- b. This Agreement shall not be changed, modified or amended except by a writing signed by the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The [Receiving Party] shall not assign this Agreement without the prior written consent of the [Disclosing Party].
- c. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them.
- d. The individual executing this Agreement on behalf of the [Receiving Party] hereby represents and warrants that he or she is duly authorized to execute this Agreement on behalf of [Receiving Party].
- e. The obligations with respect to Confidential Information created by this Agreement will survive until such time as the Confidential Information becomes publicly known.
- f. If any provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision.
- g. This Agreement shall be governed in all respects by the laws of the State of New Jersey without giving effect to conflicts of laws principles. Any litigation arising out of or in connection with this Agreement shall take place in a State or Federal court of competent jurisdiction in New Jersey.

Signature

Date

Print Name

Company Name (Print)

ATTACHMENT 10 – CERTIFICATION OF CONFLICT OF INTEREST FORM

Certification of Conflict of Interest Form

**CONSULTING SERVICES – REDESIGN AND MIGRATION OF THE CASINO ENTERPRISE LICENSE SYSTEM
TO NEW PLATFORM – CASINO CONTROL COMMISSION**

(This form is to be submitted by the bidder and any professional subcontractor of the bidder.)
(Refer to RFP Sections [5.25](#) (Conflict of Interest) and [5.29](#) (Conflict of Obligations) for additional information)

I am an officer of the firm listed below and am completing this certification on its behalf. I have examined the list of entities itemized below:

APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 *et seq.* and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 *et seq.* is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 *et seq.*
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 *et seq.* which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New

Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

APPENDIX A: FILE NAMES AND DESCRIPTIONS – CURRENT SYSTEM

CASINO CONTROL COMMISSION

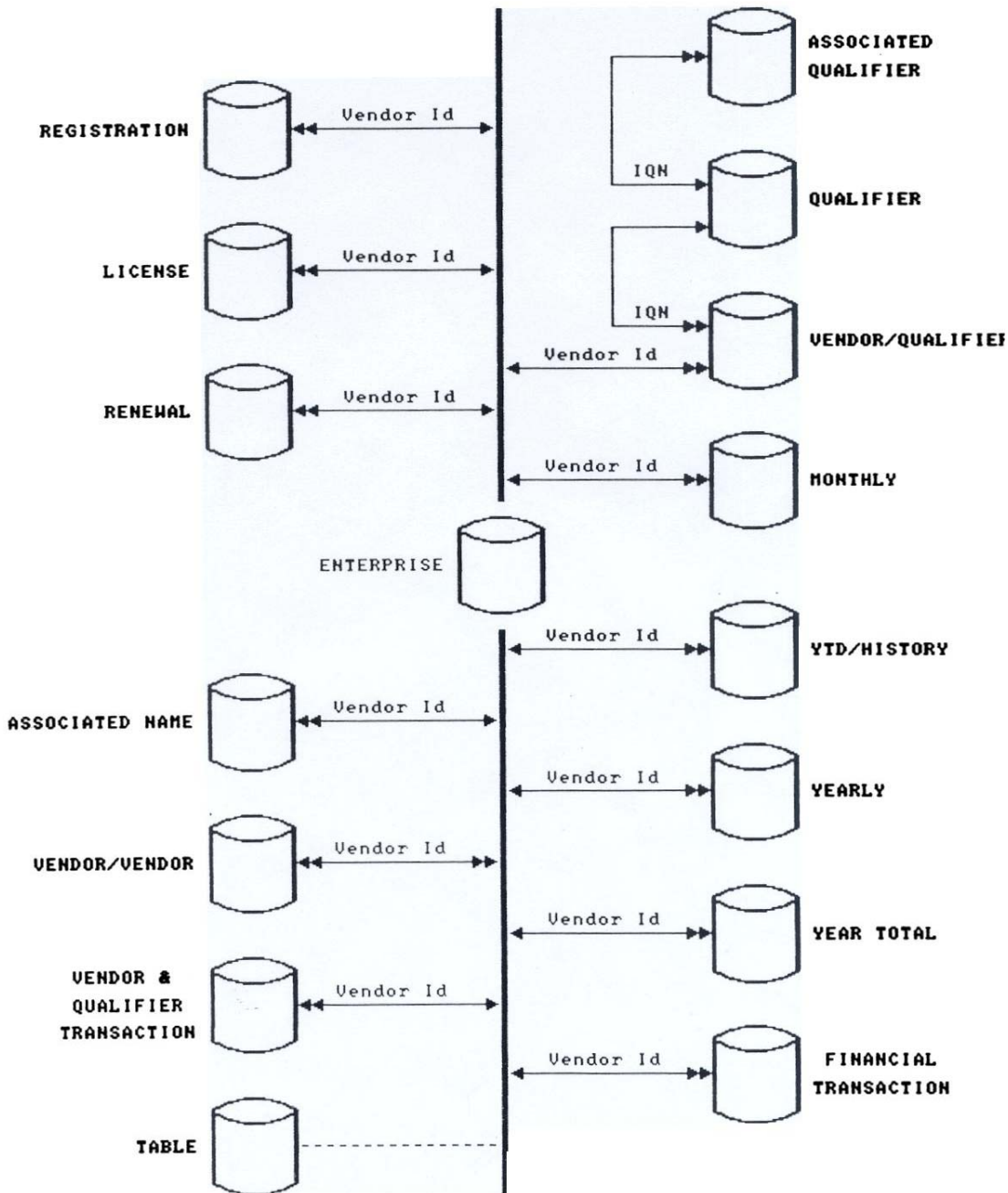
LICENSE DIVISION

ENTERPRISE LICENSE BUREAU

ENTERPRISE LICENSING SYSTEM

ON-LINE PROCESSING

ENTERPRISE LICENSING BUREAU DATABASE RELATIONSHIPS



**ENTERPRISE LICENSING SYSTEM
FILE NAMES AND THEIR DESCRIPTIONS**

ASSOCIATED NAME FILE - Names and Identification Numbers of companies that are not contained in the system. Also included are other names of companies that are in the system.

ASSOCIATED QUALIFIER FILE - Identification Numbers from other systems that are related to a qualifier.

DESCRIPTION TABLE FILE - Used for the validation of fields, displaying literals for codes, security access to the system and parameters for the running of reports.

ENTERPRISE FILE - General information about the company (i.e. name, address, status fields, nature of business codes).

INITIAL LICENSE FILE - Information about the license(s) that the company has applied for. In general all information on the 'P' screen other than the information contained in the Enterprise File.

MONTHLY FINANCIAL FILE - Contains information one record for every month for every casino the company does business with.

QUALIFIER FILE - Information about the person (i.e. name, DOB, sex, race)

REGISTRATION FILE - Information about a company's registration(s). In general all information on the 'D' screen other than the information contained in the Enterprise File.

RENEWAL FILE - Information about the renewals of a company's CSI license. In general all information on the 'E' screen other than the information contained in the Enterprise File.

TRANSACTION LOG FILE - Audit trail of changes made to companies, qualifiers and table records.

FINANCIAL TRANSACTION FILE - Audit trail of financial corrections entered.

VENDOR/QUALIFIER FILE - Information about a qualifier's relationship with a specific company.

VENDOR/VENDOR FILE - Contains Vendor Ids of related companies that are in the system.

YEARLY FINANCIAL FILE - Contains records for casinos by year but only for those casinos and years that the company was financially active.

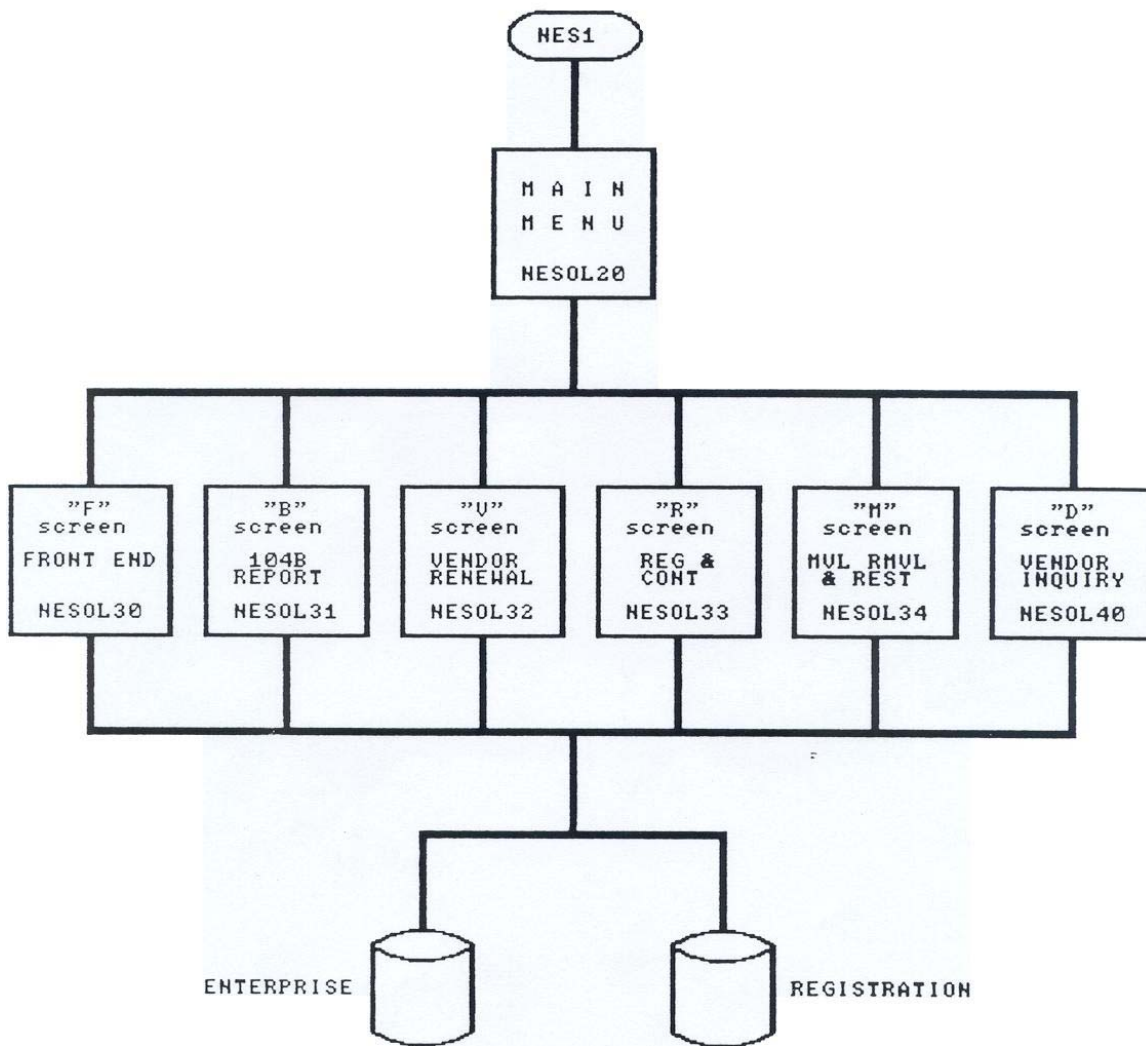
YEARLY TOTAL FINANCIAL FILE - Contains a record for every year the company has been in the system with the calendar amount and fiscal amount of business the company is doing with all casinos.

YEAR-TO-DATE/HISTORY FINANCIAL FILE - Contains a record for every casino and a record for the total for all casinos for each vendor with the year to date amount and history amount of business the company is doing.

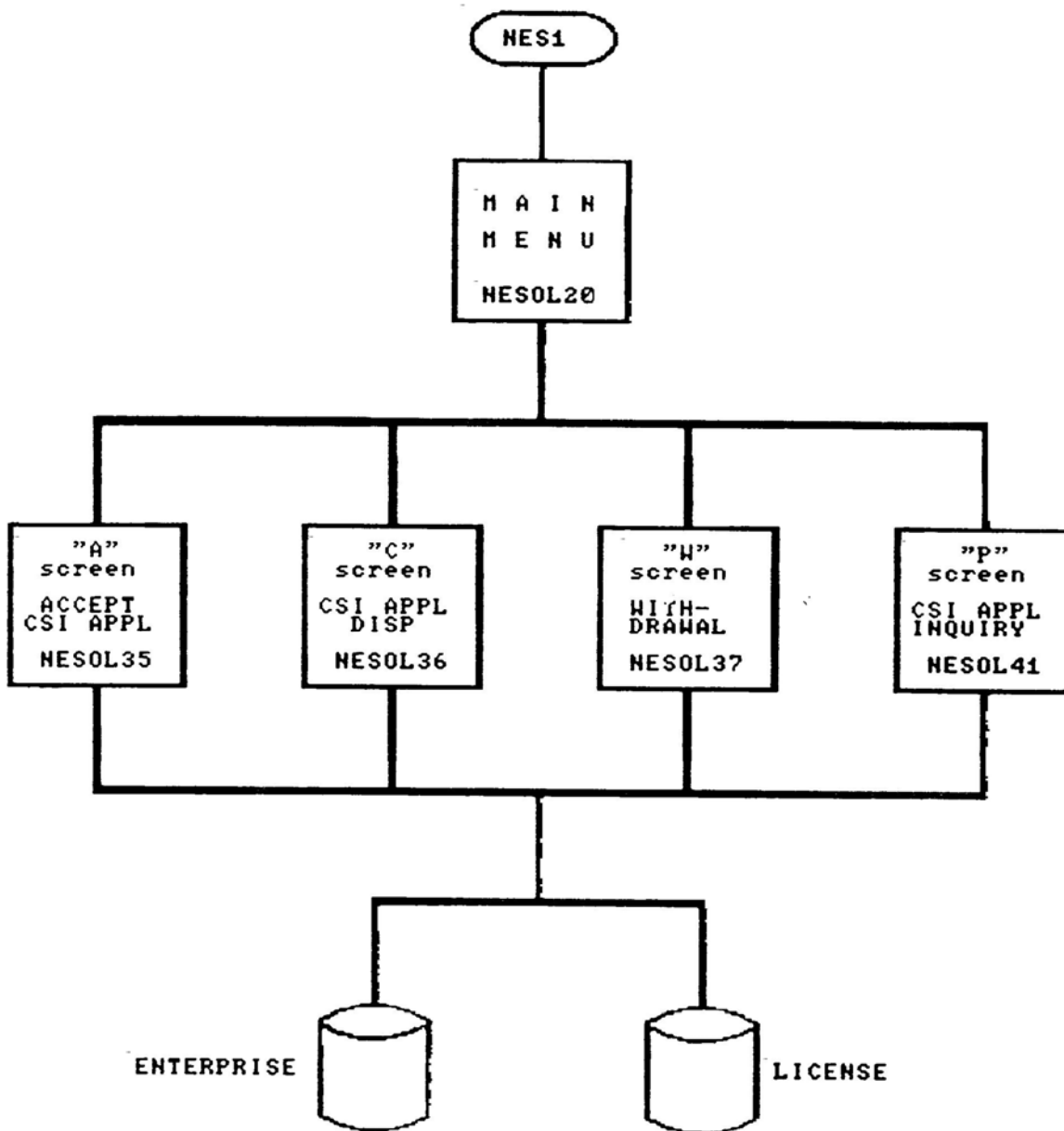
Appendix A

Appendix

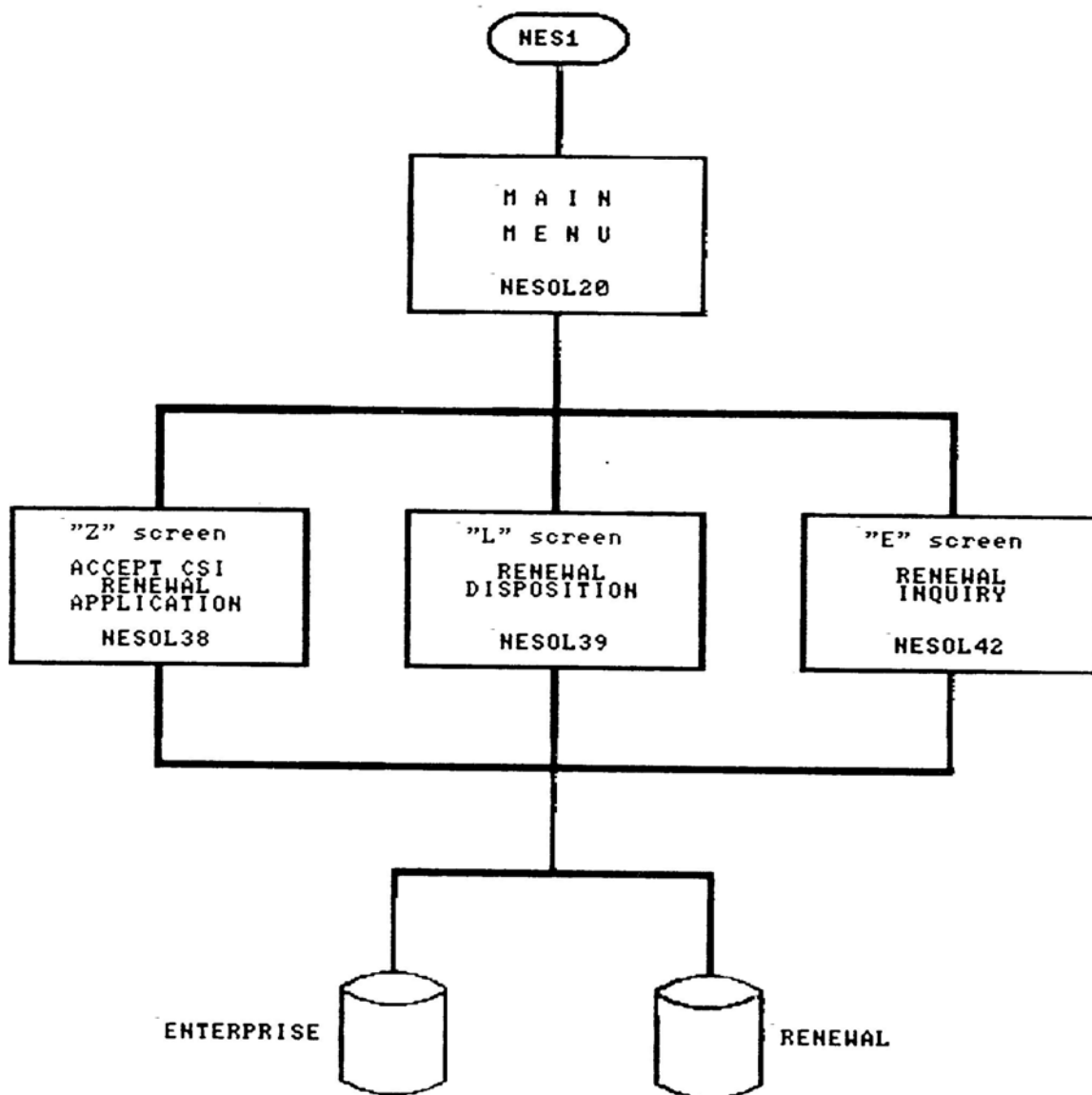
REGISTRATION ON-LINE SUBSYSTEM



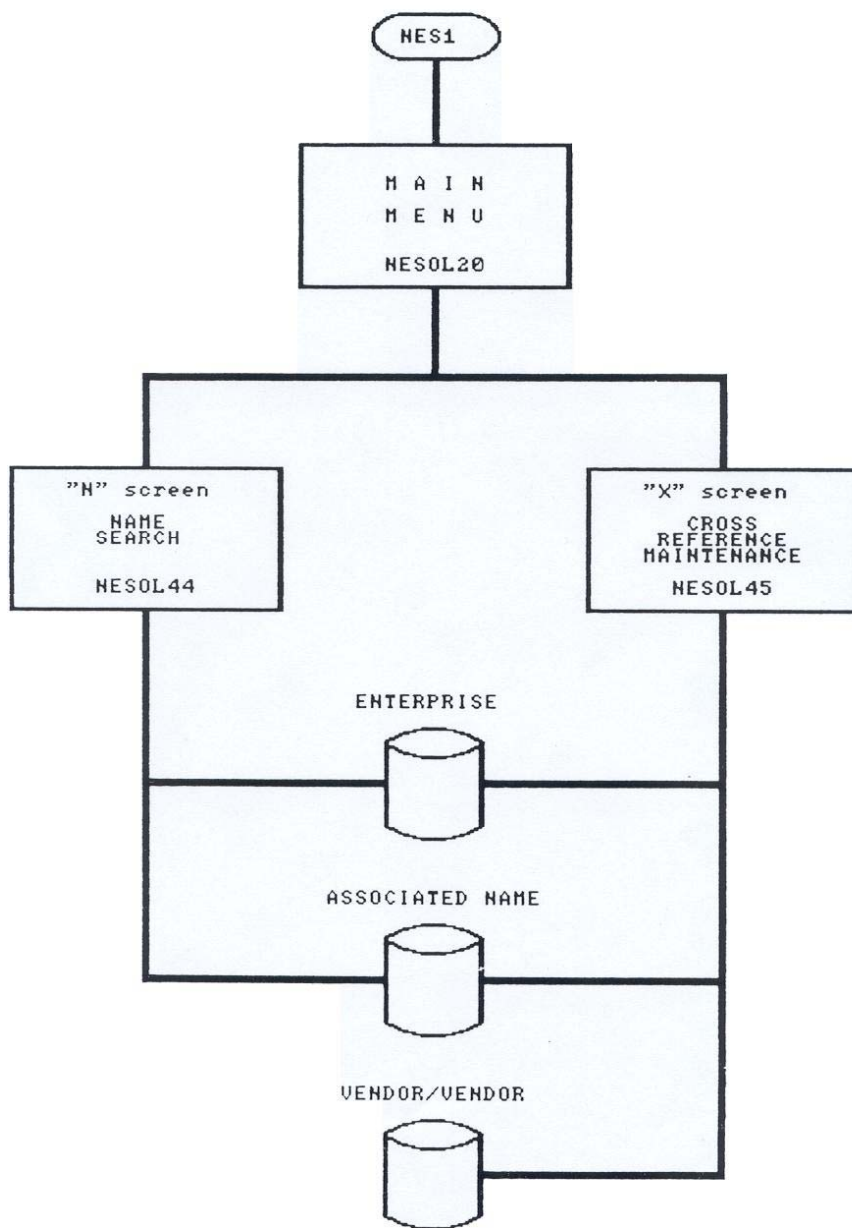
LICENSE ON-LINE SUBSYSTEM



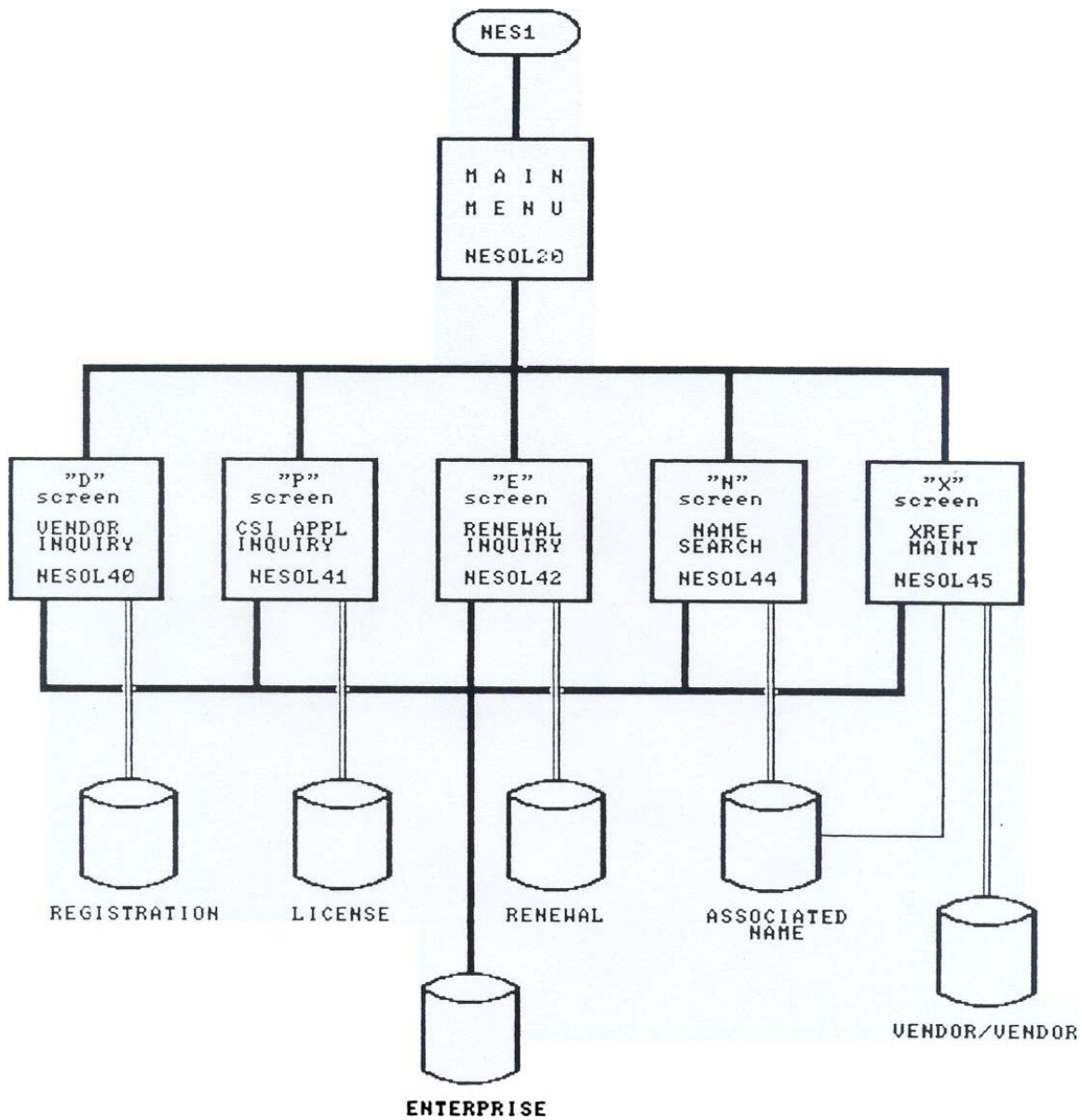
RENEWAL ON-LINE SUBSYSTEM



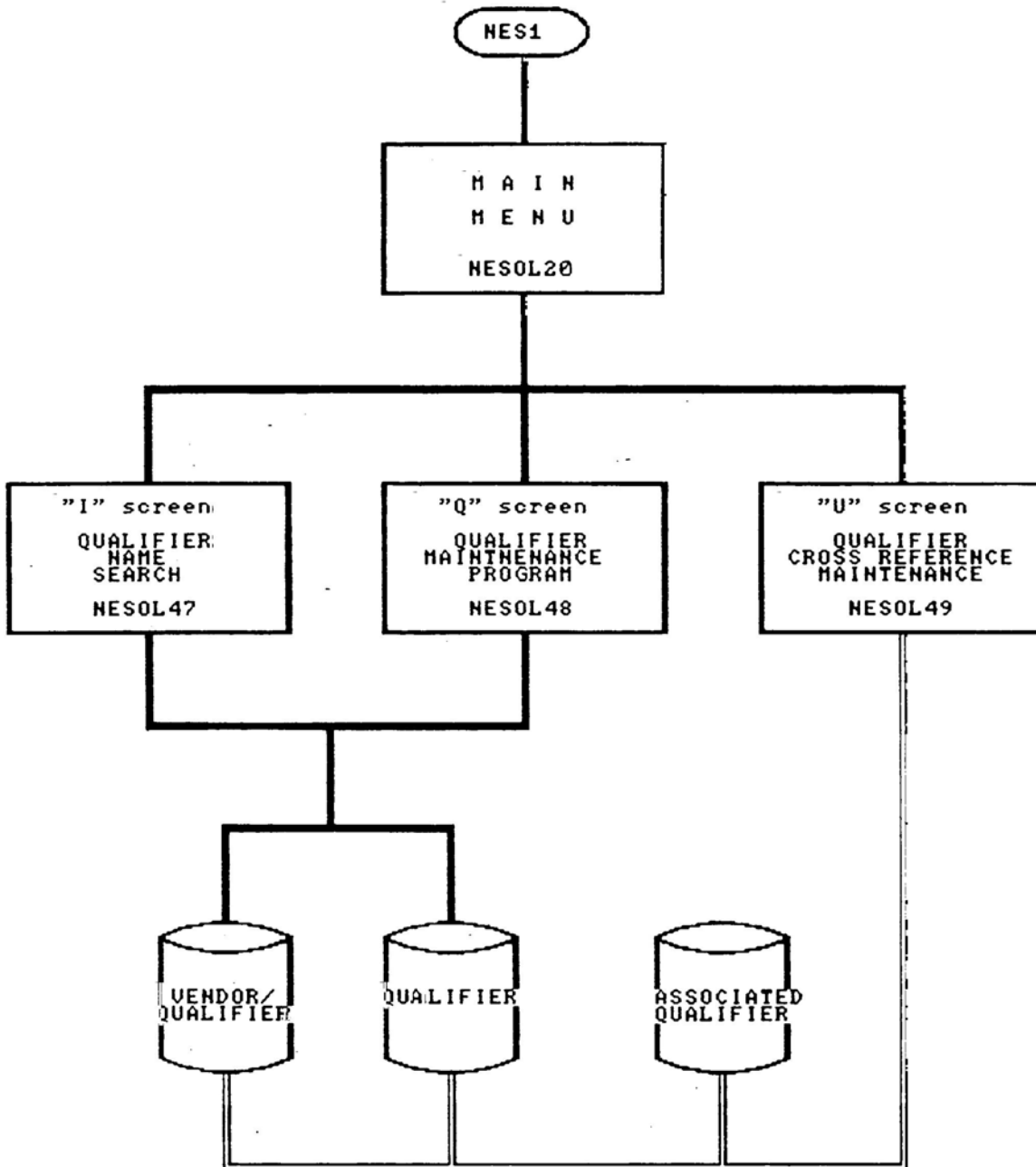
NAME SEARCH and CROSS REFERENCE ON-LINE PROGRAMS



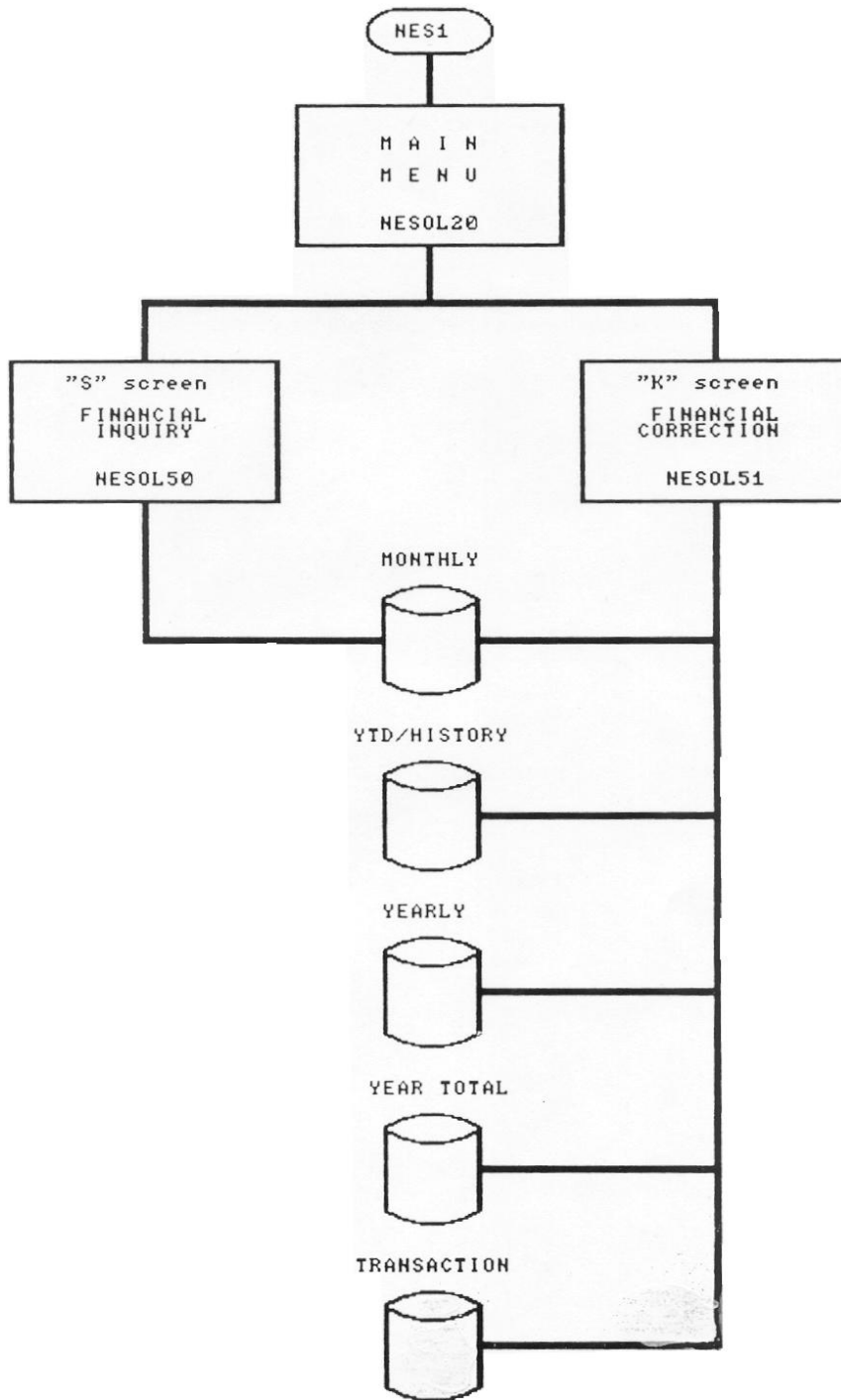
INQUIRY ON-LINE SUBSYSTEM



QUALIFIER ON-LINE SUBSYSTEM



FINANCIAL ON-LINE SUBSYSTEM



CASINO CONTROL COMMISSION

LICENSE DIVISION

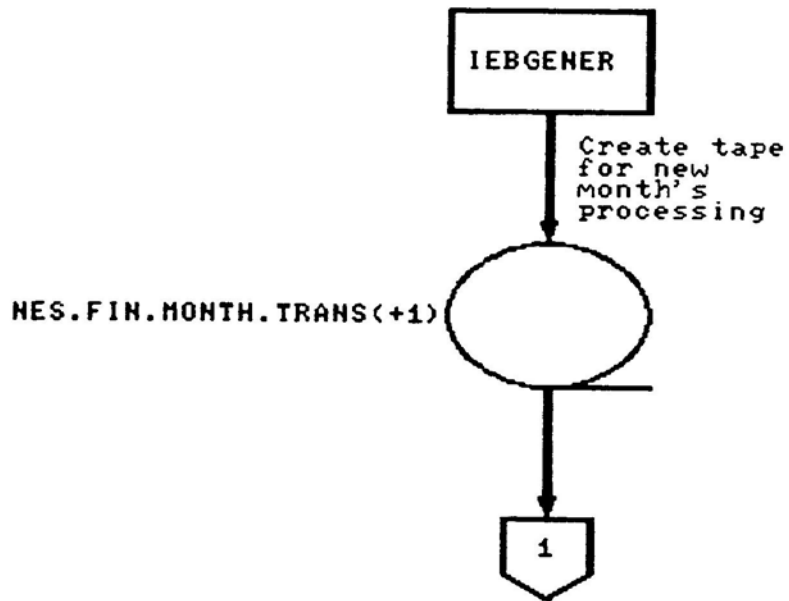
ENTERPRISE LICENSE BUREAU

ENTERPRISE LICENSING SYSTEM

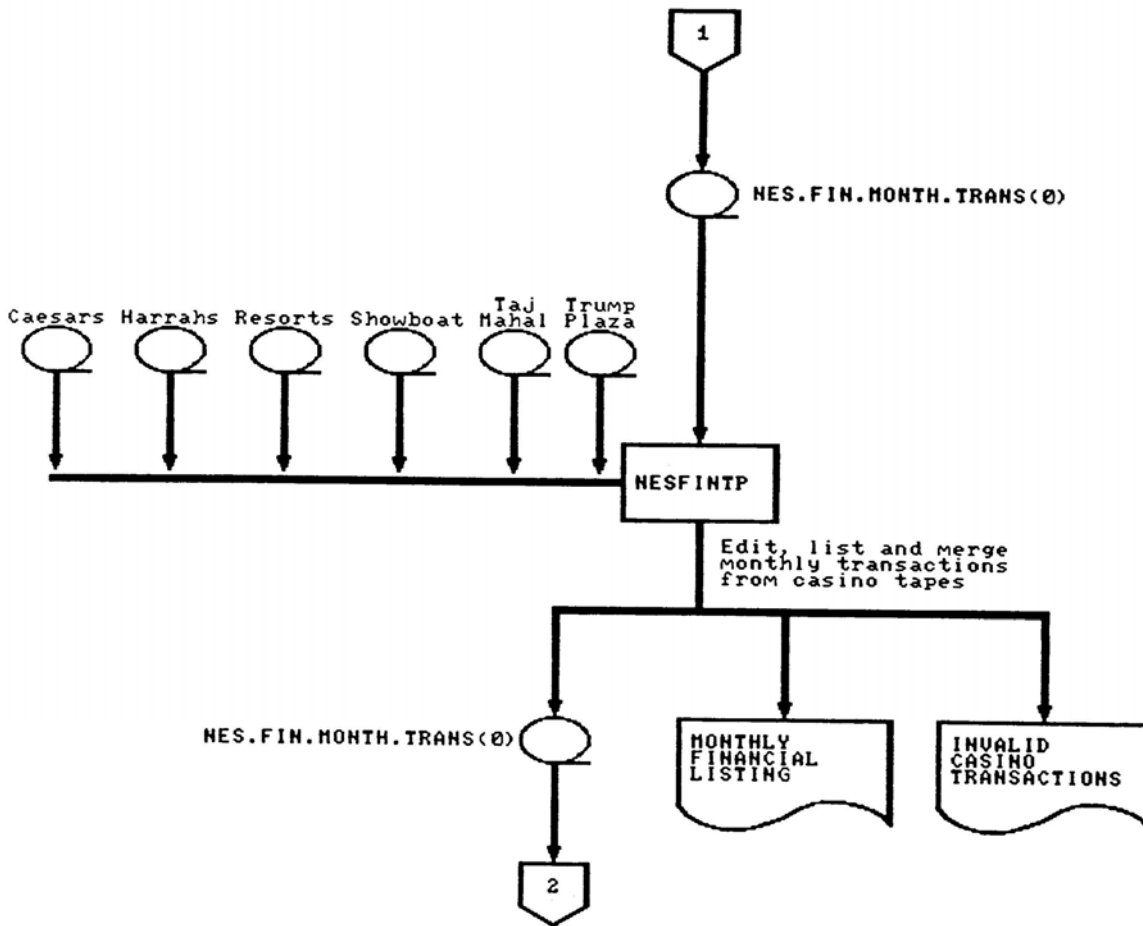
FINANCIAL SUBSYSTEM

BATCH PROCESSING

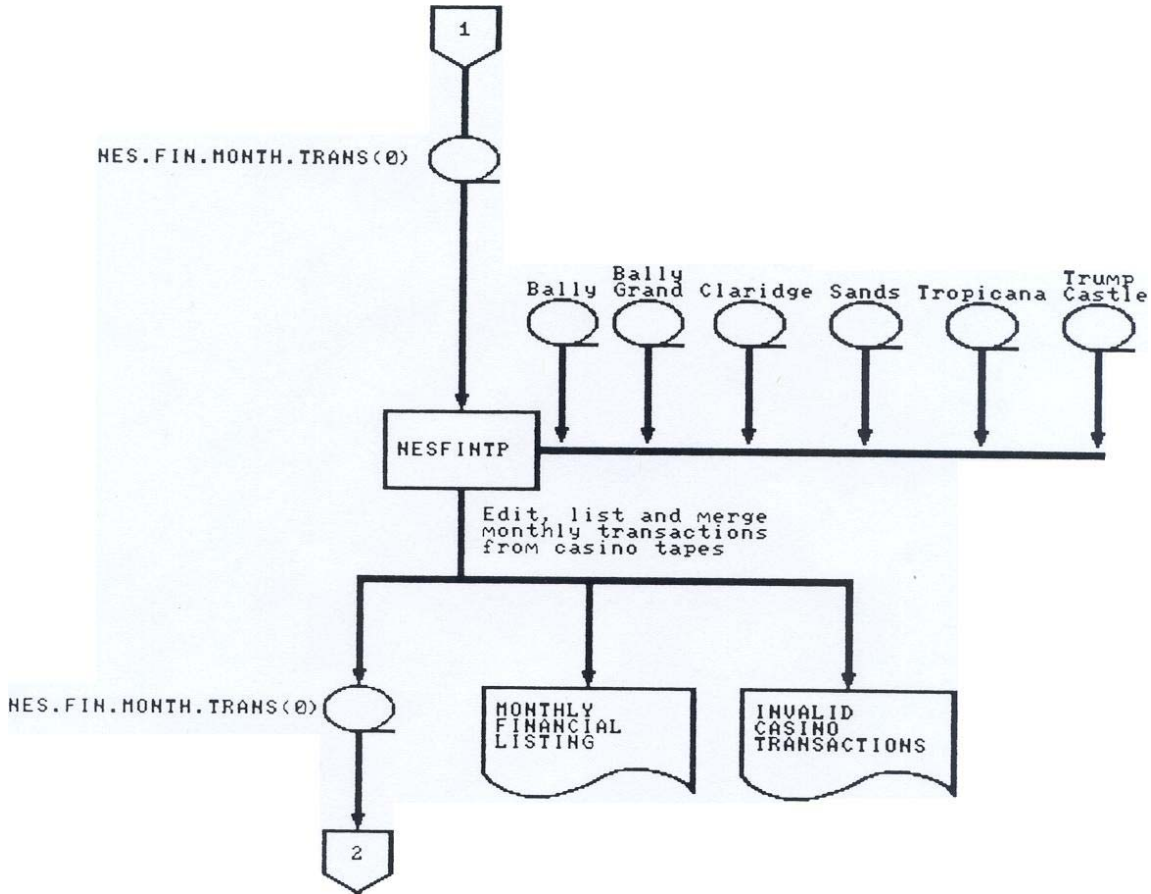
IOCNES11



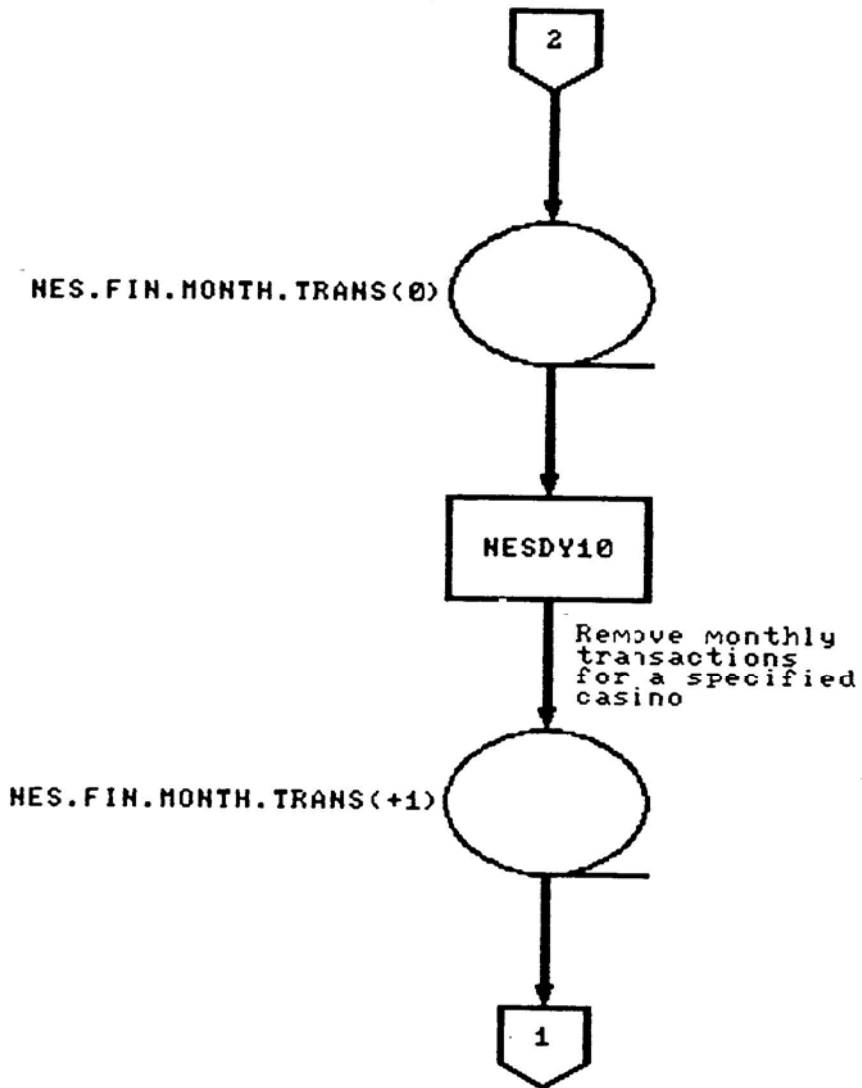
IOCNESNL



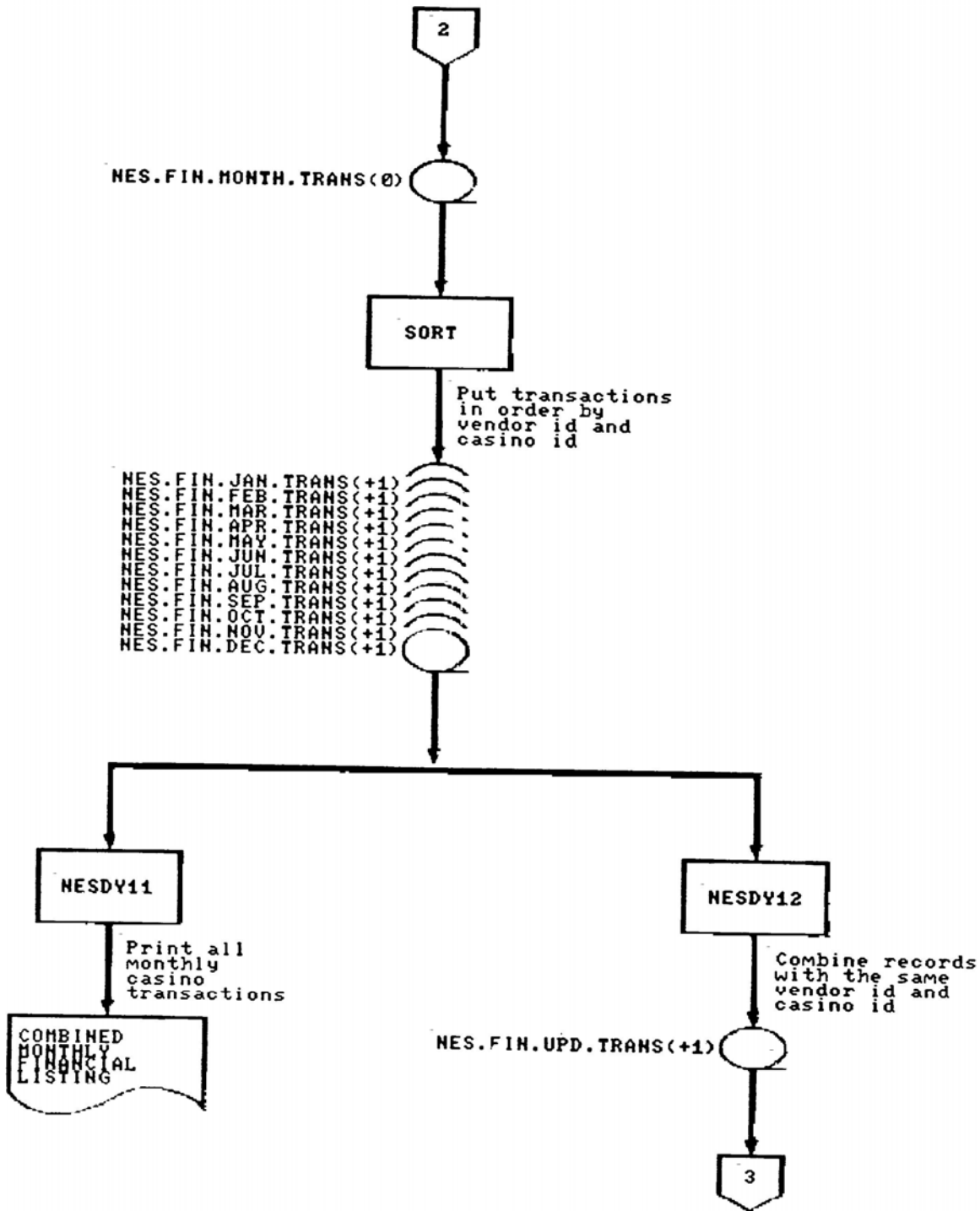
IOCNESL



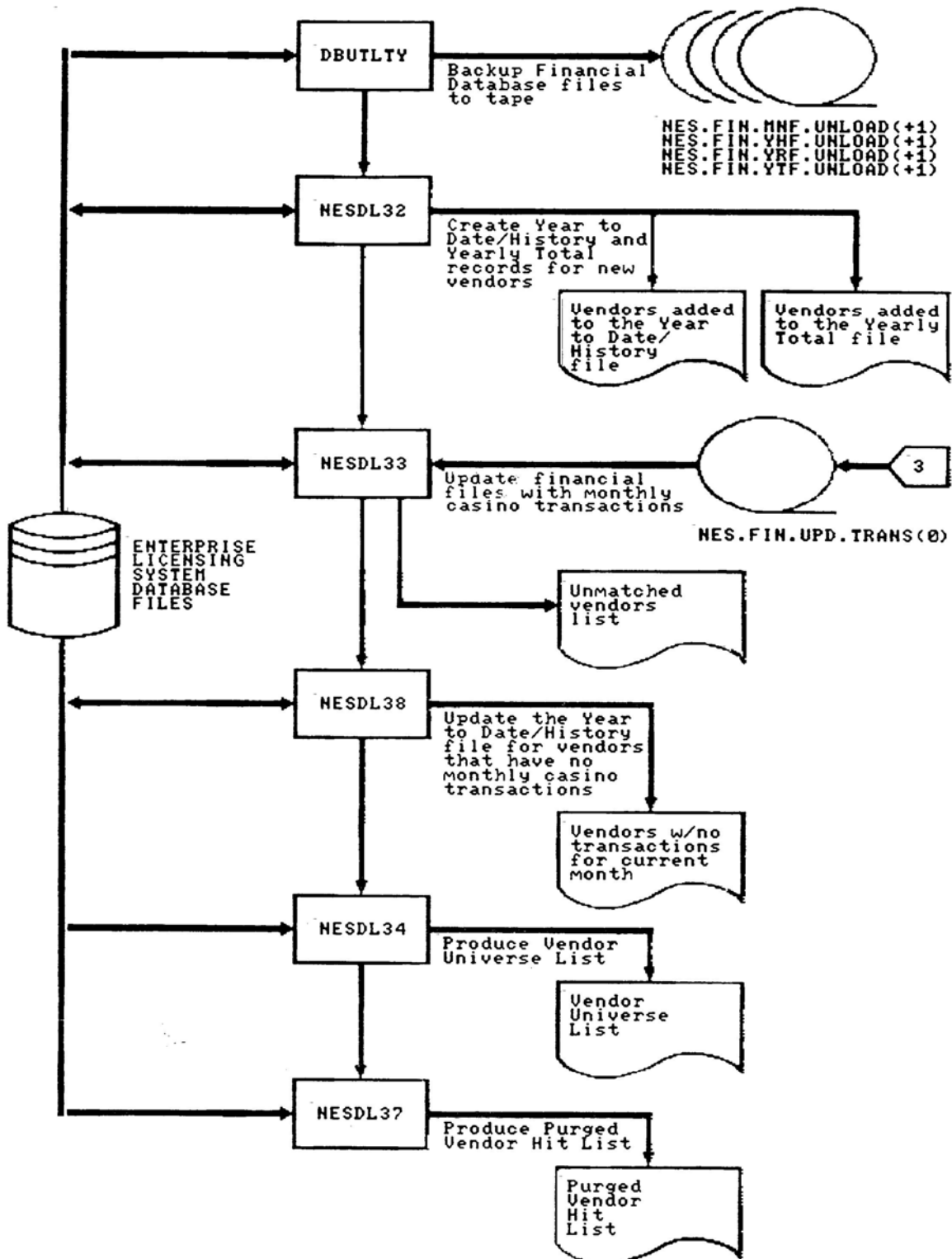
IOCNES10



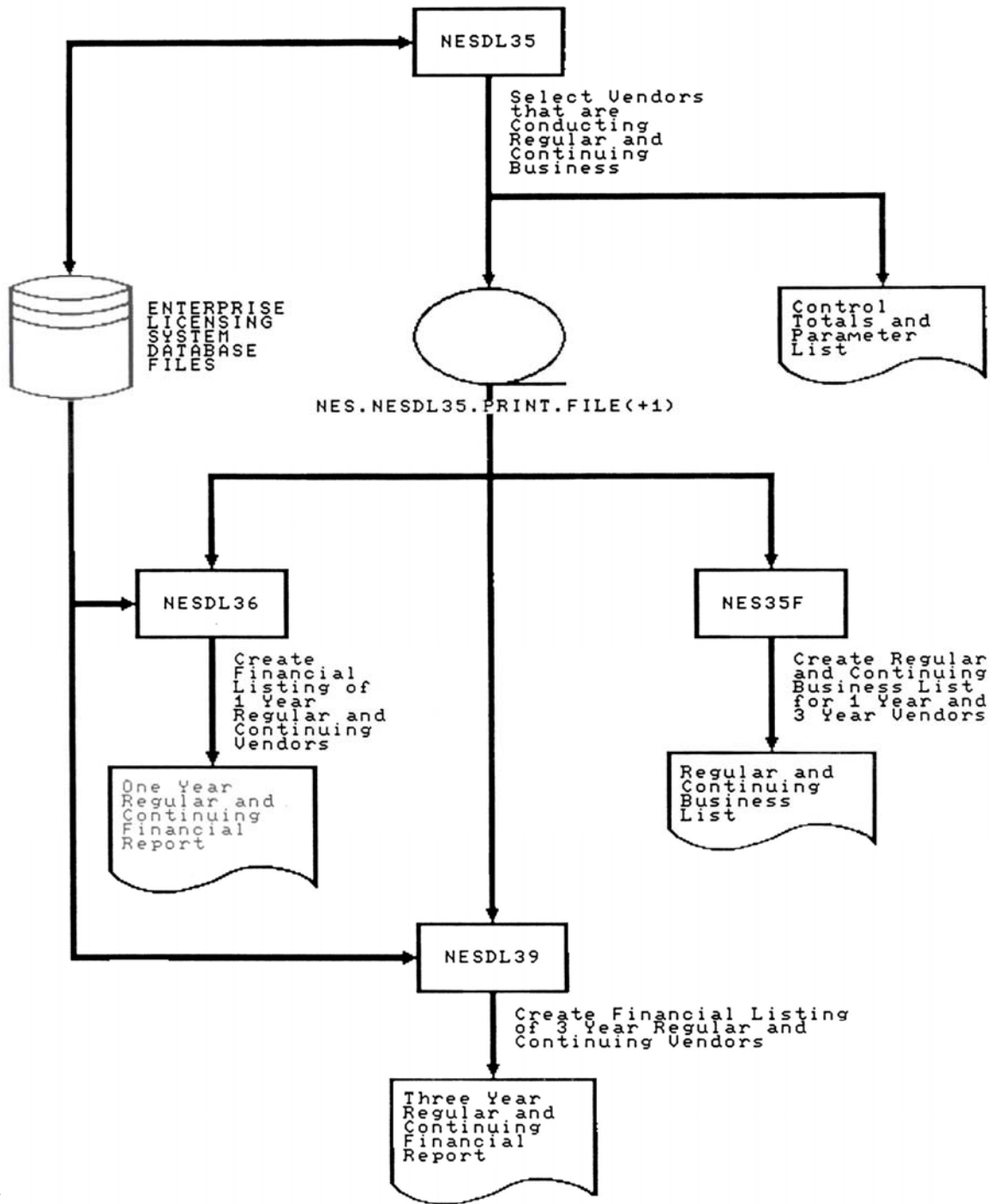
IOCNES12



IOCNES32

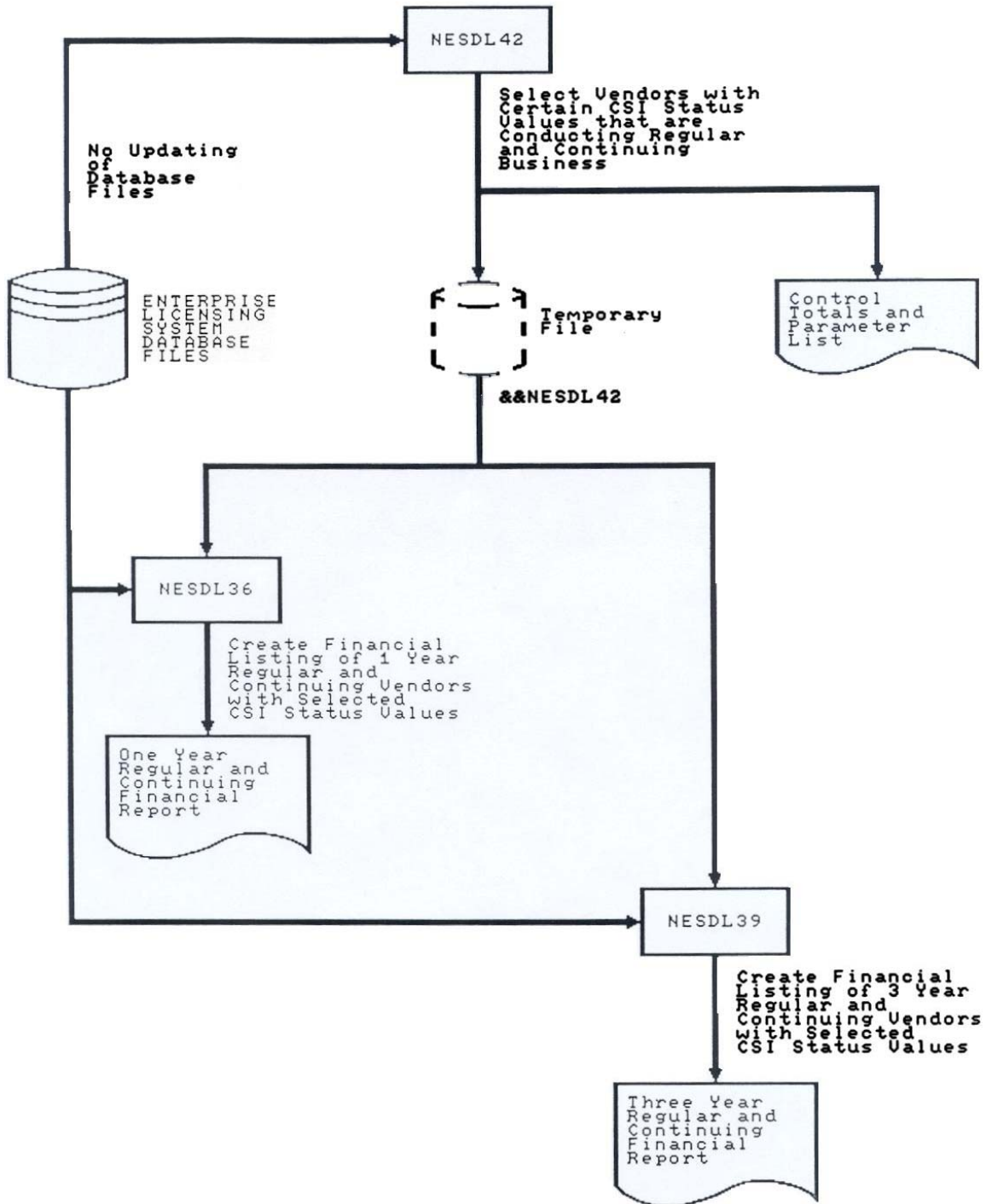


I OCNES35



Appendix

IOCNES42



CASINO CONTROL COMMISSION

LICENSE DIVISION

ENTERPRISE LICENSE BUREAU

ENTERPRISE LICENSING SYSTEM

FINANCIAL DATABASE FILES

MONTHLY DATABASE FILE

LAYOUT:

VENDOR ID	CASINO ID	YEAR	MONTH	AMOUNT
-----------	-----------	------	-------	--------

EXAMPLE:

00001	0100	1991	01	0100
00001	0100	1991	02	0200
00001	0100	1991	03	0300
00001	0100	1991	04	0400
00001	0100	1991	05	0500
00001	0100	1991	06	0600
00001	0100	1991	07	0700
00001	0100	1991	08	0800
00001	0100	1991	09	0900
00001	0100	1991	10	1000
00001	0100	1991	11	1100
00001	0100	1991	12	1200

COMMENTS: This file will only contain records where the monthly amount of business is greater than zero (not a record for every month of every year for all casinos for all vendors).

YEAR TO DATE/HISTORY DATABASE FILE

LAYOUT:

VENDOR ID	CASINO ID	YEAR TO DATE AMOUNT	HISTORY AMOUNT
-----------	-----------	---------------------	----------------

EXAMPLE:

00001	0100	7800	15600
00001	0200	7800	15600
00001	0300	7800	15600
00001	0600	7800	15600
00001	0700	7800	15600
00001	0800	7800	15600
00001	1200	7800	15600
00001	1300	7800	15600
00001	2800	7800	15600
00001	3300	7800	15600
00001	3500	7800	15600
00001	3600	7800	15600
00001	3800	7800	15600
00001	9999	101400	202800

ASSUMPTIONS: Financial reporting period is Jan. 91 to Dec. 91.

Vendor id 00001 did the same amount of business with all casinos during this financial reporting period (see monthly database file example).

YTD

In addition, vendor id 00001 did the same amount of business with all casinos during the financial reporting period of Jan. 89 to Dec. 89 as it did financial reporting period of Jan. 91 to Dec. 91.

history

Other than the 2 financial reporting periods mentioned above vendor id 00001 has been financially inactive.

History

COMMENTS: This file will contain a record for every casino and a record for the total of all casinos for each vendor even if the year to date amount and/or history amount is zero. For example, if there are 13 casinos every vendor will have 14 records.

YEARLY DATABASE FILE

LAYOUT:

VENDOR ID	CASINO ID	YEAR	AMOUNT
-----------	-----------	------	--------

EXAMPLE:

00001	0100	1989	7800
00001	0200	1989	7800
00001	0300	1989	7800
00001	0600	1989	7800
00001	0700	1989	7800
00001	0800	1989	7800
00001	1200	1989	7800
00001	1300	1989	7800
00001	2800	1989	7800
00001	3300	1989	7800
00001	3500	1989	7800
00001	3600	1989	7800
00001	3800	1989	7800
00001	0100	1991	7800
00001	0200	1991	7800
00001	0300	1991	7800
00001	0600	1991	7800
00001	0700	1991	7800
00001	0800	1991	7800
00001	1200	1991	7800
00001	1300	1991	7800
00001	2800	1991	7800
00001	3300	1991	7800
00001	3500	1991	7800
00001	3600	1991	7800
00001	3800	1991	7800

ASSUMPTIONS: Vendor id 00001 did the same amount of business with all casinos during the 1989 and 1991 calendar years (see monthly database file example).

Other than the 2 financial reporting periods mentioned above vendor id 00001 has been financially inactive.

COMMENTS: This file will only contain records where the yearly amount of business done with a casino is greater than zero.

YEARLY TOTAL DATABASE FILE

LAYOUT:

VENDOR ID	YEAR	CALENDAR AMOUNT	FISCAL AMOUNT
-----------	------	--------------------	------------------

EXAMPLE:

00001	1988	0	0
00001	1989	7800	2100
00001	1990	0	5700
00001	1991	7800	2100
00001	1992	0	5700

ASSUMPTIONS: Vendor id 00001 did the same amount of business with all casinos during the 1989 and 1991 calendar years (see monthly database file example).

Other than the 2 financial reporting periods mentioned above vendor id 00001 has been financially inactive.

Vendor id 00001 entered the system in 1988

COMMENTS: This file will contain a record for every year since the vendor entered the system even if the calendar amount and/or fiscal amount is zero.

Each record contains the total calendar and fiscal amounts for all casinos.

DOCUMENTATION FOR USING THE TABLE FILE

- I. TERMINAL MUST BE LOGGED ONTO TOR3
- I. FROM THE MAIN MENU ENTER 'T' IN THE TRANS ID FIELD AND DEPRESS THE ENTER KEY OR FROM A CLEAR SCREEN ENTER 'NEST' AND DEPRESS THE ENTER KEY.
- III. THE FIRST SCREEN THAT IS DISPLAYED CONTAINS THE MENU OF ALL THE TABLES THAT EXIST FOR THAT PARTICULAR USER. THE MENU IS A TABLE ITSELF WITH A TABLE ID OF '00'.
- IV TO DISPLAY THE NEXT PAGE OF ANY TABLE, DEPRESS THE ENTER KEY
- V. TO DISPLAY A DIFFERENT TABLE, ENTER THE TABLE ID OF THE TABLE YOU WANT TO DISPLAY IN THE NEXT TABLE ID FIELD AND DEPRESS THE ENTER KEY. THE TABLE WILL BE DISPLAYED IN ALPHABETICAL ORDER BY CODE ID. IF YOU ARE ENTERING A TABLE ID WHEN THE MENU IS DISPLAYED YOU MUST ENTER YOUR ACTION ID.
- VI TO BEGIN THE DISPLAY OF A TABLE AT A GIVEN RECORD, ENTER THE CODE ID OF THE RECORD YOU WANT TO BEGIN THE DISPLAY WITH IN THE NEXT CODE ID FIELD AND DEPRESS THE ENTER KEY.
- VII TO START THE DISPLAY OF THE CURRENT TABLE AT THE BEGINNING, EITHER ENTER THE SAME TABLE ID IN THE NEXT TABLE ID FIELD OR ENTER THE CODE ID OF THE FIRST RECORD IN THE NEXT CODE ID FIELD. IF YOU ARE AT THE END OF THE TABLE JUST DEPRESS THE ENTER KEY.
- VIII TO ADD A RECORD:
 - A. LOCATE A LINE WHICH DOES NOT CONTAIN A RECORD.
 - B. PLACE AN 'A' IN THE REQUEST TYPE FIELD (COLUMN HEADING 'RT').
 - C. ENTER A UNIQUE CODE ID IN THE CODE ID FIELD.
 - D. ENTER SOMETHING IN THE CODE DESCRIPTION FIELD.
 - E. DEPRESS THE ENTER KEY.
 - F. AN ERROR MESSAGE WILL BE DISPLAYED IN THE FOLLOWING SITUATIONS
 1. WHEN AN INVALID REQUEST TYPE IS ENTERED (NOT A, C OR D).
 2. WHEN A REQUEST TYPE OF 'A' IS ENTERED NEXT TO AN EXISTING CODE ID
 3. WHEN NO CODE ID IS ENTERED.
 4. WHEN THE CODE ID IS NOT UNIQUE.
- IX TO CHANGE A RECORD:
 - A. ONLY THE CODE DESCRIPTION FIELD CAN BE CHANGED. IF YOU WANT TO CHANGE THE CODE ID FIELD YOU MUST DELETE THE RECORD AND THEN ADD IT WITH THE NEW CODE ID.
 - B. LOCATE THE LINE WHICH CONTAINS THE RECORD THAT YOU WANT TO CHANGE.
 - C. PLACE A 'C' IN THE REQUEST TYPE FIELD (COLUMN HEADING 'RT').
 - D. CHANGE THE DATA IN THE CODE DESCRIPTION FIELD.
 - E. DEPRESS THE ENTER KEY.
 - F. AN ERROR MESSAGE WILL BE DISPLAYED IN THE FOLLOWING SITUATIONS:
 1. WHEN AN INVALID REQUEST TYPE IS ENTERED (NOT A, C OR D).
 2. WHEN A REQUEST TYPE OF 'C' IS ENTERED ON A LINE THAT DOES NOT CONTAIN A RECORD.
 3. WHEN AN ATTEMPT IS MADE TO CHANGE THE CODE ID FIELD.

- X. TO DELETE A RECORD:
 - A. LOCATE THE LINE WHICH CONTAINS THE RECORD THAT YOU WANT TO DELETE.
 - B. PLACE A 'D' IN THE REQUEST TYPE FIELD (COLUMN HEADING 'RT').
 - C. DEPRESS THE ENTER KEY.
 - D. AN ERROR MESSAGE WILL BE DISPLAYED IN THE FOLLOWING SITUATIONS:
 - 1. WHEN AN INVALID REQUEST TYPE IS ENTERED (NOT A, C OR D).
 - 2. WHEN A REQUEST TYPE OF 'D' IS ENTERED ON A LINE THAT DOES NOT CONTAIN A RECORD.

- XI. MORE THAN ONE RECORD CAN BE ADDED, CHANGED OR DELETED AT A TIME. JUST MAKE ALL ENTRIES BEFORE DEPRESSING THE ENTER KEY.

APPENDIX B: ENTERPRISE REPORTS, DATA QUERIES, AND FILE TRANSFERS

Weekly Transaction Reports (IOCNES21)

Description:

Two reports that identify system generated updates and manually entered updates entered on the system during the previous week.

Distribution:

For internal use only.

Scheduled for Production:

Runs every Sunday night and is printed on the first business day of the week

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESDY31 Transactions Entered from 031802 to 032202

Parameters identified for NESDY31 generates NESDY21

Parameters are for the previous week

Parameters are automatically incremented each week

Report Components:

NESDY21 Daily Transaction Report for (Parameter Date)

NESDY31 Financial Transaction Report

Weekly Supplemental Active Vendors Reports (IOCNES20)

Description:

These two weekly reports and three file transfers contain supplements to the monthly Active Vendors Report (AVR). Each new edition of the AVR incorporates the information found in the prior supplements since the last creation of the AVR.

Distribution:

This report is provided to the casino hotels and is available upon request to the public.

Scheduled for Production:

Runs every Wednesday night and is available on the next business day.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESTD20 032002 050 032202 Y

Report parameters are automatically incremented.

Report Components:

NESTD20 Control Totals and Parameter List

NES2DY20 Supplemental Active Vendors Report

The OIT mainframe sends three (3) files to the i-Series. The files are brought into the i-Series through the job ENT_SUP_LB in the WRKJOBSCDE. A file transfer from the i-Series to the PC is initiated and the data is then transferred to a specified location on the LAN for generating the MICROSOFT WORD® letters.

Weekly Qualifiers / REAL Comparison (IOCNEQAQ)

Description:

This weekly exception report identifies the results of a match between all active and newly entered qualifiers on the Enterprise License System against the Employee License System's Restricted Employment Application List (REAL).

Distribution:

For internal use only.

Scheduled for Production:

The OIT job runs Thursday night and the i-Series job runs at 7:00 am Friday morning.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

None

Report Components:

The OIT mainframe sends one file to the i-Series. The qualifier file is brought into the i-Series through the job ENT_REAL in the WRKJOBSCDE. The job runs a program to compare the qualifier file against the REAL file on the Employee License System. The output of the resulting matches appears on the i-Series printer.

NESAQ REAL/Qualifier Comparison Report.

CSI Monthly Status Reports (IOCNESDQ, IOCNESMN)

Description:

The Casino Service Industry (CSI) Monthly Status Reports are comprised of a number of components, identified below. They serve two purposes: several are used for caseload management by identifying where application processing is pending (either with the DGE or Commission), and the others are listings of various application statuses (applications filed; licenses issued or renewed; licenses denied, revoked or suspended; applications withdrawn and exemptions from licensing that were granted). These reports are used by Commission and Division staff.

Distribution:

For internal use only.

Scheduled for Production:

The OIT job runs at night on the second business day of the month and the i-Series job runs after the job is initiated by staff on the WRKJOBSCDE.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

None

Report Components:

When the job ENT_MTHRPT in the WRKJOBSCDE on the i-Series is run, fourteen (14) files are transferred from the OIT mainframe, the following thirteen (13) reports print on the i-Series printer:

NES2DY2M	IOCNESDQ	<u>Applications & Vendors Sent to Legal</u>
NES2DY6S	IOCNESDQ	<u>Gaming Related CSI Licensees, no DGE Plenary/CCC/Updated DGE Report</u>
NES2DY7S	IOCNESDQ	<u>Non-Gaming CSI & Junket Licensees, no DGE Plenary/CCC/Updated DGE Report</u>
NES2DY8S	IOCNESDQ	<u>Gaming Related CSI Licensees, no DGE Renewal/CCC/Updated DGE Report</u>
NES2DY9S	IOCNESDQ	<u>Non-Gaming CSI & Junket Licensees, no DGE Renewal/CCC/Updated DGE Report</u>
NES2DY0S	IOCNESDQ	<u>Plenary CSI & Junket Enterprise Licensees by Date Licensed/Renewed</u>
NES2DYS1	IOCNESDQ	<u>CSI Status Listings for CSI Status A, I, V, W, X</u>
NES2DYS2	IOCNESDQ	<u>CSI Status Listings for CSI Status C, E, F</u>
NES2DYS3	IOCNESDQ	<u>CSI Status Listings for CSI Status D, R, S</u>
NES2DYS6	IOCNESDQ	<u>Applicants for Exemption, no DGE Report</u>
NES2D7M	IOCNESDQ	<u>Enterprise R&C List of Entertainers</u>

APPENDIX B: Enterprise Reports, Data Queries, and File Transfers

NES2DY29 IOCNESDQ Plenary Withdrawal Applicants, No DGE Report

NES2DY30 IOCNESDQ Renewal Withdrawal Licensees, No DGE Report

"The OIT job, IOCNESMN, initiates the transfer of the 14th file from the mainframe to the i-Series. The file is then sent as a file transfer from the i-Series to the PC. The data is sent to a specified location on the LAN and is used for generating the MICROSOFT WORD labels."

Financial Listing for Companies Over Three-Year Period (IOCNES41) *(Monthly Renewal Report)*

Description:

NESTD41 - Financial listing for companies whose license shall expire in a period identified as 5 months from the current month. Lists multiple companies and three years of financial data per page.

NESTD44 - Listing of companies whose license period is expiring but on which no formal action has been taken. Agency staff waits for a report from the Division of Gaming Enforcement before certification is issued. Prints criteria per page to be used to document hard copy file of each enterprise.

Distribution:

For internal use only.

Scheduled for Production:

Runs on second business day of the month, prints next business day.`

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESTD41 EXP DT = SEP02

NESTD44 REN DUE DATE LTE 113098

Report parameters are automatically incremented.

Report Components:

NESTD41 Control Total and Parameter List/Financial Listing for Companies Whose Licenses Shall Expire (Parameter Date)

NESTD44 Control Total and Parameter List/Financial Listing for Companies with MVL Stat=Y, Exp Date = Spaces, Ren Stat=D, and Due Date <= (Parameter Date)

Monthly Active Vendors Report (AVR), Prohibited Vendors Report (PVR), Junket Listing, Master Vendor List With Nature of Business Code (NOB), AVR With Qualifiers Report (IOCENES04)

Description:

AVR - A cumulative and alphabetical listing of enterprises that have had a NICE or VRF filed on their behalf with the Commission and/or have filed an application with the Commission for a casino service industry license. (The listing of enterprises with which the casino hotels are permitted to conduct business).

PVR - A cumulative and alphabetical listing of enterprises that are prohibited from conducting business with casino hotels. PVR (Internal) - A cumulative and alphabetical listing of enterprises that are prohibited from conducting business with casino hotels. The report print program includes codes denoting why the enterprises were prohibited, however, the selection criteria is the same as the Prohibited Vendors Report.

Junket Listing – This report is a subset of the Active Vendors Report. It contains only those enterprises with a "Junket" nature of business code.

Master Vendors List with NOB Code – This report contains all enterprises identified on the Active Vendors Report, sorted and grouped by Nature of Business Code.

AVR with Qualifiers Report - This report contains all enterprises identified on the Active Vendors Report associated with current active qualifiers for each enterprise.

Distribution:

AVR, PVR – These reports are provided to the casino hotels and are available upon request to the public. The information contained on these reports is made available for transfer electronically to the casino industry and the public.

PVR(Internal) – For internal use only.

AVR Junket Listing – This report is provided to the casino hotels and public upon request.

Master Vendors List with NOB Code, AVR with Qualifiers Report, - For internal use and available upon request by the public.

Deleted Vendors Report - The information contained on this report is made available for transfer electronically to the casino industry and the public.

Scheduled for Production:

Runs on the First Wednesday of the month, prints on the next business day.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

None

Continued on following page

Monthly Active Vendors Report (AVR), Prohibited Vendors Report (PVR), Junket Listing, Master Vendor List With Nature of Business Code (NOB), AVR With Qualifiers Report (IOCENES04)

(continued)

Report Components:

<i>NES2DY05</i>	<i><u>Active Vendors Report</u></i>
<i>NES2DY05RL</i>	<i><u>Active Vendors Report – Reg/Lic Status and Totals</u></i>
<i>NES2DY05</i>	<i><u>Active Vendors Report – Junket Listing</u></i>
<i>NES2DY05LT</i>	<i><u>Active Vendors Report – Guide to License Type Codes and Totals</u></i>
<i>NES2DY15</i>	<i><u>Prohibited Vendors List (Internal)</u></i>

Dataqueries are generated from the OIT Mainframe Enterprise Database Management System (Computer Associates International, Inc. Database Management System - Datacom/Dataquery).

<i>NESDELETED</i>	<i><u>Companies Removed From Active Vendors Report</u></i>
<i>NESRECONCILE</i>	<i><u>VRF/JERF Requested Reconciliation Report</u></i>
<i>NES104B</i>	<i><u>Current 104B Complaints Reconciliation Report</u></i>

The OIT mainframe sends four files to the i-Series. The files are brought into the i-Series through the job ENT_MONTH in the WRKJOBSCDE (this job runs automatically). When the job is run, four files print on the i-Series printer

<i>NES2DY05</i>	<i><u>Active Vendors Report</u></i>
<i>NES2DY15</i>	<i><u>Prohibited Vendors List</u></i>
<i>NES2DY45</i>	<i><u>Active Vendors With Qualifiers Report</u></i>
<i>NESDY07</i>	<i><u>Master Vendor List by Nature of Business Code</u></i>

The following i-Series query is run and it produces a file, which is then used by the Division of Taxation and the IRS:

CCCENT/LS_FID_1 Creates File for Download of FID# Supplement

A member of the Enterprise Contract Review Section creates a file in MICROSOFT WORD ® which contains information taken from the Enterprise dataquery NESDELETED, the Deleted Vendors Report. This MICROSOFT WORD® file is transferred to an ASCII file and made available for transfer electronically to the public.

Monthly Financial Reports **Financial Rollover (IOCNES12, IOCNES32, IOCNES35, IOCNES42)**

Description:

For Casino Service Industry Section:

Reports identifying companies that, as of the processing of the most recent financial information from the casino hotels, now meet the monetary threshold that requires them to file initial or renewal applications for CSI licensing.

For Contract Review Section:

Exception reports identifying enterprises that are inactive in the enterprise licensing system, and to which the casino hotels have reported making payments.

Distribution:

For internal use only. The reports are used either for licensing determinations, or for auditing casino hotel compliance with registration and financial reporting requirements.

Scheduled for Production:

Runs monthly and is manually scheduled after successful processing of casino financial files. One financial file is transmitted by Harrah's as a Net File Transfer to the CCC i-Series. The remaining financial files are sent by the casinos on i-Series readable tape and/or cassette by the 22nd of each month. The individual casino tapes are copied to the CCC i-Series, and all financial files are combined into one file. A final review is performed by CCC staff. When the review is successful, the combined file is then transferred to OIT mainframe. The reports are printed the following business day.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESTD35	R + C DETER DATE = 030702	FIRST NOTICE DATE = 010178
NESDY51	YEARLY AMT OF BUSINESS = 0010000	
R+C 1 YR	SINGLE CASINO AMT = 0075000	MULTI CASINO AMT = 000225000
R+C 3 YR	SINGLE CASINO AMT = 0040000	MULTI CASINO AMT = 000100000

Report Components:

NESTD33	(IOCNES32)	<u>Control Totals and Unmatched Vendor List for (Parameter Date)</u>
NESTD37	(IOCNES32)	<u>Control Totals and Purged Vendor Hit List</u>
NESTD42	(IOCNES42)	<u>New Criteria - Control Totals and Parameters</u>
NESTD36	(IOCNES42)	<u>Financial Listing for Companies Doing R&C for 1 Year (Z CSI Status)</u>
NESTD39	(IOCNES42)	<u>Financial Listing for Companies Doing R&C for 3 Years (Z CSI Status)</u>

APPENDIX B: Enterprise Reports, Data Queries, and File Transfers

NESTD35 (IOCNES35) New Criteria - Control Totals and Parameters

NES235F (IOCNES35) Regular and Continuing Determination Date is (Parameter Date)

NESTD36 (IOCNES35) Financial Listing for Companies Doing R&C for 1 Year

NESTD39 (IOCNES35) Financial Listing for Companies Doing R&C for 3 Years

NESDY51 (IOCNES35) Control Totals and Parameter List and Active Vendor Hit List

NESTD51 (IOCNES35) Control Totals and Parameter List

The OIT mainframe sends one file to the i-Series, the Vendor Universe List file. This file is brought into the i-Series through the job ENT_VUL in the WRKJOBSCDE. The job results in the printing of report NESTD34 Vendor Universe List.

Monthly Enterprise Dataqueries (IOCNESLW)

Description:

These Enterprise Data queries are run automatically at the end of each month and are distributed to the Casino Service Industry Section of the Enterprise License Bureau.

Distribution:

For Internal Use Only

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

Report parameters are changed within the dataquery.

Scheduled for Production:

Run on the last Wednesday night of the month, received the next business day.

Report Components:

These reports were developed on the OIT Mainframe Enterprise Database Management System (Computer Associates International, Inc. Database Management System - Datacom/Dataquery).

NESNICE 5YR

NESPROH5YR

NESPROHIYR

Companies VRF/JERF Requested not Received after 5 Year

Companies Removed from PVR After 5 Year Bar

Companies Removed from PVR After 1 Year Bar

Semi-Annual Financial Reports (IOCNESSA)

Description:

A report that details payments made by each casino hotel in a 12 month period.

Distribution:

For internal staff use only. Aggregate totals of payments by casino hotels appear in the Agency's Annual Report.

Scheduled for Production:

Semi-Annually following the necessary Financial Base Rollover after December and June financial transactions are completed and before February and August Active Vendors Report process takes place.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

None

Report Components:

NESDY93 Semi-Annual Report

The OIT mainframe sends six (6) files to the i-Series. The files are brought into the i-Series through the job ENT_SEMI in the WRKJOBSCDE. When the job is run, six files print on the i-Series printer

NES2DY1C Foreign Based Enterprises/Exception Report (Parameter Dates)

NES2DY01 United States Based Enterprises (Parameter Dates)

NES2DY1S Semi-Annual Totals for United States Based Enterprises (Parameter Dates)

NES2DY02 Semi-Annual Totals for All Casinos and All Enterprises (Parameter Dates)

NES2DY03 Financial Report of New Jersey Based Enterprises by County (Parameter Dates)

NES2DY28 Financial Report of New Jersey Based Enterprises by County and NOB (Parameter Dates)

Companies Administratively Removed Due to Lack of Financial Transactions (Semi Annual PURGE) (IOCNES30)

Description:

This report identifies companies whose names have been removed from the Active Vendors Report because they have not received payments from casino hotels in a 12 month period.

Distribution:

This report is provided to casino hotels for record updating and is used by agency staff for archiving hard copy files.

Scheduled for Production:

Semi-Annually following the necessary Financial Base Rollover after December and June financial transactions are completed and before February and August Active Vendors Report process takes place.

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESTD30 123100020102JAN 01 DEC 01

Report parameters are automatically incremented.

Report Components:

NESTD30 Enterprise Financial Purge Statistics

Ad hoc reports generated from the OIT Mainframe Enterprise Database Management System (Computer Associates International, Inc. Database Management System - Datacom/Dataquery).

NESPULL Purged As Of (Parameter Date)

The OIT mainframe sends three files to the i-Series. The files are brought into the i-Series through the job ENT_PURGE in the WRKJOBSCDE. When the job is run, two files print on the i-Series printer and the third file is available on the i-Series for i-Series queries to be run against.

NES230S Companies Administratively Removed (Alpha and Numeric)

*The following i-Series queries are run and they produce a file which is then transmitted to the casino industry and the public electronically:
KHAMR/KH_PURGE1 Copies Previous AVR to file to be kept for 6 Months*

APPENDIX B: Enterprise Reports, Data Queries, and File Transfers

(To obtain address for electronic copy of PURGE file)

KHAMER/KH_PURGE2 Update AVR OLD Every 6 Months

(Creates PURGE file to be used for Electronic PURGE file)

Casino Service Industry
Monthly/Quarterly/Annual Activity Reports (current and previous yrs)
(IOCNES25)

Description:

These reports reflect totals for the registration and application process and statistics for application status changes. Details for the report are available upon request by changing the parameters from N to Y. The print format is the same for all reports while the selection criteria is based upon the parameters.

Distribution:

For internal use only.

Scheduled for Production:

Monthly The next business day following the 12th of Every Month
Quarterly The next business day following the 12th of January, April, July and October
Semi-Annual The next business day following the 12th of July and January

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

NESDY25A RUN = Y FROM 020199 TO 022899 PERIOD = 0299 DETAIL = N
NESDY25B RUN = Y FROM 020100 TO 022900 PERIOD = 0200 DETAIL = N
NESDY25C RUN = N FROM 100198 TO 123198 PERIOD = 2Q99 DETAIL = N
NESDY25D RUN = N FROM 100199 TO 123199 PERIOD = 2Q00 DETAIL = N
NESDY25E RUN = N FROM 010198 TO 123198 PERIOD = 1998 DETAIL = N
NESDY25F RUN = N FROM 010199 TO 123199 PERIOD = 1999 DETAIL = N

Report Components:

NESDY25A Statistics, CSI Section (Report Parameters, Previous year monthly totals)
NESDY25B Statistics, CSI Section (Report Parameters, Current year monthly totals)
NESDY25C Statistics, CSI Section (Report Parameters, Previous year quarterly totals)
NESDY25D Statistics, CSI Section (Report Parameters, Current year quarterly totals)
NESDY25E Statistics, CSI Section (Report Parameters, Previous year annual totals)
NESDY25F Statistics, CSI Section (Report Parameters, Current year annual totals)

Enterprise Database Management System (Dataquery)

Description:

Ad hoc reports generated from the OIT Mainframe Enterprise Database Management System (Computer Associates International, Inc. Database Management System - Datacom/Dataquery). The report data is used to audit manually updated financial information.

Distribution:

For internal use only.

Scheduled for Production:

As needed

Report Parameters - NEST, Table 32 - Control Cards for Batch Programs

None

Report Components:

NESBUSPURGE *(JJ10 NOB) Bus Companies on Active Vendors Report for the Fiscal Year*
(parameter dates)

Other data queries exist on the system. These data queries need to be reviewed by staff and a determination made regarding conversion to the new system.

Enterprise File Information and Formats For Reports

Description:

The Casino Control Commission File Information and Formats for the Active Vendors Report, Prohibited Vendors Report and Purge Report (Companies Administratively Removed from the Active Vendors Report due to Lack of Financial Transactions) are contained on the next three pages. These report formats are currently available for transmission to the casino industry via tape or cartridge.

Distribution:

For internal use and available upon request by the public.

**CASINO CONTROL COMMISSION
FILE INFORMATION AND FORMATS***

Active Vendors Report

DATA SET NAME:	NES.VENDOR.FILE
RECORD FORMAT:	FIXED BLOCK
LOGICAL RECORD LENGTH:	200
BLOCK SIZE:	4000
DENSITY:	1600 BPI FOR SHOWBOAT AND TAJ MAHAL 6250 BPI FOR ALL OTHER CASINOS

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor Name	40	1	40	
2. Street	30	41	70	
3. City	17	71	87	
4. State	2	88	89	
5. Zip	5	90	94	
6. NOB CD 1	4	95	98	Nature of Business Code
7. NOB CD 2	4	99	102	Nature of Business Code
8. NOB CD 3	4	103	106	Nature of Business Code
9. NOB CD 4	4	107	110	Nature of Business Code
10. Vendor ID	5	111	115	
11. NOB LIT 1	22	116	137	Nature of Business Literal
12. NOB LIT 2	22	138	159	Nature of Business Literal

* Information as of 04/03/00; may need to be updated.

APPENDIX B: Enterprise Reports, Data Queries, and File Transfers

13. REL	1	160	160	Relationship code "T" for Trading Name
14. REG/LIC STAT	1	161	161	Registration or License Status
15. LIC. TYPE	2	162	163	Application Log # Trailer
16. Telephone	10	164	173	Contact Person's Phone #

**CASINO CONTROL COMMISSION
FILE INFORMATION AND FORMATS ***

Prohibited Vendors Report

DATA SET NAME:	NES.PROHIBIT.VENDOR.FILE
RECORD FORMAT:	FIXED BLOCK
LOGICAL RECORD LENGTH:	200
BLOCK SIZE:	4000
DENSITY:	1600 BPI FOR SHOWBOAT AND TAJ MAHAL 6250 BPI FOR ALL OTHER CASINOS

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor Name	40	1	40	
2. Street	30	41	70	
3. City	17	71	87	
4. State	2	88	89	
5. Zip	5	90	94	
6. Vendor ID	5	95	99	
7. REL	1	100	100	Relationship code "T" for Trading Name
8. LIC TYPE	2	101	102	Application Log # Trailer
9. Telephone	10	103	112	Contact Person's Phone #
10. Status	25	113	137	Registration or License Status

* Information as of 04/03/00; may need to be updated.

**CASINO CONTROL COMMISSION
FILE INFORMATION AND FORMATS ***

Purged Vendors Report

RECORD FORMAT:	FIXED BLOCK
LOGICAL RECORD LENGTH:	51
BLOCK SIZE:	1020
DENSITY:	1600 BPI FOR SHOWBOAT AND TAJ MAHAL 6250 BPI FOR ALL OTHER CASINOS

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor ID	5	1	5	
2. Vendor Name	40	6	45	
3. Purge Date	8	46	53	

VOLUME SERIAL LABEL FOR AVR, PVR & PURGE IS SHOWN IN THE TABLE BELOW:

CASINO NAME	VOLUME SERIAL LABEL
AC HILTON	BALLY GRAND
BALLY'S PARK PLACE	BALLY
CAESARS	CAESAR
CLARIDGE	CLAR
HARRAH'S	HARRAH
RESORTS	RESORT
SANDS	SANDS
SHOWBOAT	SHOW
TROPICANA	TROP
TRUMP MARINA	CASTLE
TRUMP PLAZA	PLAZA
TRUMP TAJ MAHAL	TAJ

* Information as of 04/03/00; may need to be updated.

**CASINO CONTROL COMMISSION
FILE INFORMATION AND FORMATS ***

Record Layout for Casino Industry-Enterprise Financial Information
(accounts payable to vendors):

The “Enterprise Financial File” is produced by the casino industry on tape or cassette and sent to the CCC once a month (Harrah's sends their financial information to the CCC through a Net File Transfer through the i-Series). The tape forms is as follows:

Logical Record Length is: 23
Block Size is: 20

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor ID	5	1	5	
2. Casino ID	4	6	9	
3. Unused	6	10	15	
4. Dollar Total	8	16	23	

* Information as of 04/03/00, may need to be updated.

Casino Control Commission
Proposed Electronic Link - Record Layout for Casino Industry
Enterprise Financial Information (accounts payable to vendors): *

Listed below is the proposed record layout for the Enterprise Electronic Link for receiving the financial information from the casino industry. This layout incorporates all fields currently appearing on the magnetic computer tape/netfile and it incorporates all fields currently appearing on the following paper reports: Payee Register, Vendee Register, Manual Attachments, Subcontractors Register, and Prior Period Voids. In addition, the record layout contains three new fields: Federal Employer ID#, Exempt Code, and Source Code. The record layout also includes two additional fields, for future growth.

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor ID #	6	1	6	
2. Casino ID #	4	7	10	
3. Date	8	11	18	MMDDCCYY
4. Monthly Total Dollar Disbursement	9	19	27	Currency
5. Vendor Name	40	28	67	
6. Federal Employer ID#	9	68	75	
7. Exempt Code	3	76	78	Right Justified
8. Source Code	3	79	81	Right Justified
9. Unused	10	82	91	
10. Unused	10	92	101	

Appendix B

* Information still under review and subject to change.

Casino Control Commission***Proposed Electronic Link - Record Layout for AVR, PVR, Deleted Vendors & Purge ****

Listed below is the proposed record layout for the Enterprise Electronic Link for sending the AVR, PVR, Deleted Vendors and Purge files to the casino industry. This layout incorporates all fields currently appearing on the Active Vendors Report, Prohibited Vendors Report, Weekly Supplement, Deleted Vendors Report and Purge Report. The record layout also includes two additional fields, for future growth.

RECORD LAYOUT

Field Name	Starting Length	Ending Position	Position	Description
1. Vendor Name	40	1	40	
2. Street	30	41	70	
3. City	17	71	87	
4. State	2	88	89	
5. Zip	5	90	94	
6. NOB CD 1	4	95	98	Nature of Business Code
7. NOB CD 2	4	99	102	Nature of Business Code
8. NOB CD 3	4	103	106	Nature of Business Code
9. NOB CD 4	4	107	110	Nature of Business Code
10. Vendor ID	5	111	115	
11. NOB LIT 1	22	116	137	Nature of Business Literal
12. NOB LIT 2	22	138	159	Nature of Business Literal
13. REL	1	160	160	Relationship code "T" for Trading Name

* Information as of 04/03/00, may need to be updated.

APPENDIX B: Enterprise Reports, Data Queries, and File Transfers

14. REG/LIC STAT	1	161	161	Registration or License Status
15. LIC. TYPE	2	162	163	Application Log # Trailer
16. Telephone	10	164	173	Contact Person's Phone #
17. Purge Date	8	174	181	
18. Status	25	182	102	
19. Unused	10	103	112	
20. Unused	10	113	122	

APPENDIX C: SAMPLE PAGES – PAYEE CHECK AND VENDEE CHECK REGISTER

APPENDIX C – PAYEE CHECK REGISTER

GOLD DICE CASINO & RESORT
 MONTHLY PAYMENT REGISTER - ALPHA
 FOR PERIOD 01-04-2002 TO 01-31-2002

<u>VENDOR #</u>	<u>VENDOR NAME</u>	<u>INVOICE #</u>		<u>EXP AMOUNT</u>	<u>PAY DATE</u>	<u>GL ACCT #</u>	<u>EXPENSE DESCRIPTION</u>
72345	Starspace Travel						
	CHECK NUMBER	6001 WE 1/7	SALON	1,174.50	01/15/2002	100-401200- 451304	Commissions
	-		CHECK TOTAL -	1,174.50			
	CHECK NUMBER	6282 WE 1/10	SALON	463.00	01/16/2002	100-401200- 451304	Commissions
	-		CHECK TOTAL -	463.00			
	CHECK NUMBER	6800 WE 1/17	SALON	460.00	01/23/2002	100-401200- 451304	Commissions
	-		CHECK TOTAL -	460.00			
	CHECK NUMBER	7189 WE 1/24	SALON	405.50	01/30/2002	100-401200- 451304	Commissions
	-		CHECK TOTAL -	405.50			
VENDOR	CHECKS -	4 INVOICES -	4 AMOUNT -	2,503.00			

TOTALS:

Pebbles Stone

EXEMPT CODE:

J

APPENDIX C: Sample Pages – Payee Check and Vendee Check Register

CHECK NUMBER	5934 28309	WAGE	92.01	01/09/2002	100-000001-	Unclaim Wage 9/17/01
-					212430	
		CHECK TOTAL -	92.01			
VENDOR	CHECKS -	1 INVOICES --	1 AMOUNT -	92.01		
TOTALS:						

Union Jack Local 3				EXEMPT CODE:		
				E		
CHECK NUMBER	5972 Dec 01	APPRENTICE	623.40	01/09/2002	100-000001-	Union Benefits Pay Dec 01 AF
-					212210	
		CHECK TOTAL -	623.40			
VENDOR	CHECKS -	1 INVOICES --	1 AMOUNT -	623.40		
TOTALS:						

United Fed District				EXEMP CODE:		
3				E		
CHECK NUMBER	5969 Dec 01	DUES	1,981.06	01/09/2002	100-00001-	Union Benefits Pay Dec 01 D
-					212210	
		CHECK TOTAL -	1,981.06			
VENDOR	CHECKS -	1 INVOICES -	1 AMOUNT -	1,981.06		
TOTALS:						

APPENDIX C: Sample Pages – Payee Check and Vendee Check Register
 APPENDIX C – VENDEE CHECK REGISTER

HOTEL/CASINO: BLACKJACK CASINO
PREPARED BY: Jane Smith
TITLE ACCOUNTANT
DATE PREPARED: DECEMBER 2001

VENDEE REGISTER FOR THE MONTH OF DECEMBER 2001

VENDEE	VRF # OR LICENSE #	DATE OF TRANSACTION	INCOME RECEIVED	DESCRIPTION
Company A	11122	12/21/01	\$ 227.79	COMMISSIONS
Company 2	33355	12/19/01	\$ 885.00	GIFT CHECK
Company C	55577	12/19/01	\$ 4,698.40	RENT
Company 4	77722	12/21/01	\$ 10,000.00	RENT
Company D	66441	12/19/01	\$ 242.84	SETTLEMENT
Company 5	22225	12/21/01	\$ 84,000.00	REFUND
Company E	33336	12/21/01	\$ 57,430.35	COMMISSIONS
Company 6	99945	12/13/01	\$ 6,073.74	RENT
Company F	88895	12/06/01	\$ 575.00	EMPLOYEE MEAL
Company 10	23235	12/13/01	\$ 6,092.49	REIMBURSEMENT
Company Y	00001	12/13/01	\$ 1,500.00	RENT
Enterprise 49	88996	12/13/01	\$ 16,339.99	RENT
Company 88	00333	12/13/01	\$ 27.50	MISC
Enterprise AA	38760	12/19/01	\$ 540.88	ENERGY CREDIT
EEE Company	56988	12/12/01	\$ 339,849.63	REIMBURSEMENT
MM Inc.	00449	12/13/01	\$ 12,979.28	TICKETS
ZZZ Co.	83210	12/13/01	\$ 2.53	COMMISSIONS
Company M	77777	12/21/01	\$ 4,061.50	REFUND
GGG Inc.	45670	12/19/01	\$ 78.12	REFUND
	DECEMBER TOTAL		\$ 545,605.04	

APPENDIX D: DATAEASE DATABASES – FUNCTIONAL OVERVIEW AND OUTPUTS

Supplemental PC Databases -- Functional Overview and Description of Transaction Processing and Outputs

Functional Overview

In order to understand how the eight stand-alone PC Databases support the ELU's operations and how they duplicate and in some cases supplement information maintained on the mainframe system, it is necessary first to discuss the flow of work related to application processing.

As described in the subsection captioned "Supplemental Detail – Overview of Financial Processing" (pp. 8 and 9), on the current mainframe system processing of the financial information received monthly from the casinos results in the production of batch reports that list those companies that have met the monetary threshold. Such companies are eligible to be directed to file a license application. In some cases these companies have not previously been required to file an application; in others the companies are license holders that, because they have met the threshold, may be required to file applications for license renewal. A system-generated update is made on the mainframe to the records of the companies listed in these batch reports to reflect that they were "flagged" as having met the monetary threshold.

However, not every company that appears on these batch reports is ultimately requested to file an initial or a renewal license application; a number of exceptions exist as a matter of regulation and/or agency policy. (The proposed system shall not, therefore, automatically generate an application request notice for every company that meets the monetary threshold. Instead, it shall allow for the user to analyze each case and make a specific determination as to whether the company should, or should not, be requested to file an application.) In addition, the regulations permit the ELU to request companies to file license applications in circumstances where they have not received payments from casinos that trigger the monetary threshold. These circumstances include the following: the nature of the business is one where the company pays money to the casino, rather than receiving money from the casino; a review of a contract between a company and a casino shows that the company shall receive in the future payments that shall cause it to meet the monetary threshold; and circumstances where the Division of Gaming Enforcement specifically requests that the Commission require a company to file an application, irrespective of the monetary threshold.

Once a determination is made to require a company to file either an initial or a renewal license application, fields on the mainframe are updated to reflect that determination. Regulations do not dictate how much time a company has to file its application; in general the ELU allows companies a minimum of 60 days. The ELU's standard procedures for requesting an application are designed to give each company due process. This is done through a series of letters mailed out by the ELU (generally set form letters, although on occasion they shall be individually tailored) that explain the legal options available to the company and the consequences of those options. The standard procedure incorporates a sequence of three letters: 1. the first request directing the company to file an application within 60 days of receipt ("first notice"), 2. a follow-up letter sent approximately 30 days after the first letter that gives the company its application deadline ("second notice") and, if 60 days have elapsed without an application being filed, 3. a "final notice" is sent advising the company of a negative action that shall occur if its application is not received by a date specified within the final notice. Once a company is directed to file in a first notice, its options are limited. It may:

- a. File the application as directed within the deadline designated by the ELU;
- b. Not file the required application (which shall result in an order that prohibits further business transactions and terminates existing contracts between the company and the casino industry);
- c. State that the business which caused it to meet the financial threshold is complete and that the company does not intend to conduct any future business with the casino industry (which shall result in a settlement where the ELU withdraws its request for an application and the company

Appendix D: DataEase Databases – Functional Overview and Outputs

- agrees to the removal of its name from the list of companies permitted to do business with the casino industry);
- d. Contest the monetary basis for the ELU's determination that an application is required (i.e., it attempts to provide documentation to prove that the payments reported to the ELU by the casino industry either are inaccurate, or were paid to another company and mistakenly attributed to the company that the ELU directed to file); or
 - e. File a written request that asks the Casino Control Commission to overrule the ELU's determination that the company is required to file an application.

These options are not mutually exclusive; for example, a company that initially chooses option "d" and is unsuccessful in proving its case could then try options "c" or "e" and ultimately end up in option "b". While these cases remain in an open status, records for them are created and maintained in one or more of the PC Databases (PC Databases 1, 2, 3 or 4, below). Several months may elapse before a company's case is closed – that is, from the time that the company has been requested to file its application and it either files its application, is prohibited from transacting further business, or voluntarily agrees not to conduct further business. Once that company's case is closed, updating of the "final" disposition of that case is made by the ELU to data fields on the mainframe application and the company's record is deleted from the PC Database(s).

If a company does file an initial or renewal license application, a copy of that application is transmitted to the Division of Gaming Enforcement for investigation. Months (or years) may elapse while the Division conducts its investigation of the company. When it has completed its investigation, the Division shall report to the ELU; in most cases that report recommends that the license be issued or renewed, as appropriate. The Division's report may also recommend that the initial or renewal license application be denied, or the Division may raise negative information but take no position on the license application. Finally, at any time prior to issuance of the Division's investigative report, a company may request to have its license application withdrawn. In all of these circumstances, some updating of the company's record on the mainframe application takes place (e.g., date of the Division's report, date the company requests withdrawal of its license application) and a record for the company is created and updated in the appropriate PC database (Database 5, 6 or 7, below). License terms vary, depending upon the type of license granted and whether the license is initially issued or renewed. When the interim processing is completed (the company's license is issued or renewed, or the application is withdrawn), the company's record is deleted from the PC database and updating is performed on the mainframe application to reflect final disposition of the matter.

Overview of the PC Databases

PC databases 1 – 8 were created by ELU staff in DataEase as supplements to the mainframe application. Databases 1 – 7 were designed as a caseload management tool to help ELU analysts keep track of companies assigned to them as the companies progress through each interim processing step. Since some interim processing can take months to complete, with companies moving in and out of the corresponding databases, ELU analysts are almost totally dependent upon these databases to identify the companies in their assigned caseload and to tell them where each company is in the sequence of processing steps. The databases also were designed to provide a vehicle for downloading data elements from a company's record in one (or more) database into form letters or form reports created either in Word or in DataEase. Database 8, Vendee tracking, was developed to maintain current and historical data of financial payments by vendors to casinos (vendee payments).

The level of complexity varies among the eight PC databases. One way of assessing the relative complexity of these databases is by reviewing the number and function of the procedures in each database (in DataEase, "procedures" are programs that do limited processing). Some of the procedures in these databases create outputs consisting either of an electronic file created for importing data elements from a database record into other software (Word or DataEase) or a printed DataEase report.

Appendix D: DataEase Databases – Functional Overview and Outputs

In the more complex databases, procedures often consist of a chain of actions that culminate in automatic updates to selected PC database records. One such example is the procedure for creating first notices in the Initial Request database. In that procedure (# 15), data elements are extracted from company records in the database for a mail merge into Word. Once the mail merge is run (resulting in output consisting of form letters requesting companies to file applications), the procedure also causes an automatic “company status” update to be made to the records and establishes for each record a proposed action date by calculating current date + 21 days. The company status is used as a selection parameter for determining which companies are due to undergo the next processing step. Although updates for company status and action dates are automatically driven by the database’s procedures, the more complex databases provide a critical feature -- the user has the ability to manually override the automatic update.

Since the ELU’s operations require access to the databases by users with different purposes (analysts, clerical support and supervisors), and in some cases analysts with different case loads utilize the same databases, all of them have been made accessible on the Commission’s LAN. The level of access to the databases is established via designated user-ID and password.

Summary of Function and Design of Each PC Database

A brief description of each of the eight PC databases follows, with a “snapshot” of the number of records in databases 1 through 7 on April 23, 2002:

1. Initial Request PC Database

The Initial Request and the Renewal Request are the two most complex of the PC databases in terms of the number and function of the procedures that support them. The Initial Request PC database is used for caseload management and generation of form letters and case status reports for companies that have been requested to file applications for initial casino service industry licenses. Because companies are constantly being added, deleted, and moved through different processing steps that span several months, there is significant fluctuation in the number of records in the database at any given time. Depending on how it responds to the application request, a company in this database may have a record in either the Administrative Removal or Failure to File databases while its case is processed through final disposition. Only after final disposition is the company’s record deleted from the Initial Request database. At the April 23rd snapshot, the database contained 130 records.

In addition to containing fields for capturing basic company data (name, business address, unique vendor ID #, name of contact person), the data entry screen contains date fields for the various interim processing steps, a company status field (automatically updated after certain procedures are executed) and a “comments” field in which the analyst can record any significant information derived from contact (usually telephone contact) from the company. Menu screens permit users to execute procedures, some of which result in the creation of electronic files for importing into Word or DataEase documents. More detailed information about the database design and outputs follows. Prospective bidders should take note that although some procedures (e.g., #15) list a number of printed outputs; these printed outputs consist of form letters that are nearly identical in format. They are identified as separate outputs because the letters contain minor language changes that tailor the letter to the type of application being requested (i.e., gaming, nongaming, junket) or the regulatory basis for the application determination (i.e., payments from one casino in one year, from multiple casinos in one year, payments from a company to a single casino in one year, etc.) The user executing the procedure to generate the mail merge shall select the appropriate form letter(s) for the merge.

As described above, other menu options provide for the execution of procedures that automatically update status fields in company records (including procedures that perform arithmetical calculations to derive prospective action dates) and that permit records to be deleted from the database.

Appendix D: DataEase Databases – Functional Overview and Outputs

2. Renewal Request PC Database

The Renewal Request PC database is used for caseload management and generation of form letters and case status reports for companies that have been requested to file applications for renewal of casino service industry licenses. Companies that have been directed to file renewal applications have the same legal options as those in the initial application request process; like the companies in the initial request process, companies in the renewal request process also are given several months to exercise their options before there is final disposition of their case. This means that records are generally maintained in the database for several months and that, as in the Initial Request database, there can be significant fluctuation in the number of records in the Renewal Request database at any given time. On April 23rd the database contained 125 records.

The screen design, menu options, procedures and outputs for the Renewal Request database are functionally similar to those developed for the Initial Request database.

3. Admin Removal PC Database

This database is used for short-term caseload management and generation of form correspondence and staff reports for those situations where companies that started out in either the Initial Request or Renewal Request processes have indicated that their business relationship with the casino industry is complete and that they do not intend to conduct further casino business. In these situations, the analyst confirms with casinos that business is completed; if it is, the analyst sends the company a letter offering to withdraw the application request, provided that the company agrees to the removal of its name from the list of companies authorized to transact business with the casino industry. Once the company agrees, the analyst confirms that the DGE has no objection to the action, and then prepares a staff report for supervisory approval with a letter order formalizing the settlement agreement.

Processing of an administrative removal is straightforward in comparison with application request processing and the database is less complex than the two request databases. Generally there are only a handful of companies going through this process at any given time and their records are deleted from both the Admin Removal and Initial (or Renewal) Request databases within a matter of a few weeks. On April 23rd there were seven companies in the Admin Removal database.

Outputs consist of the creation of electronic files for importing into form correspondence and a DataEase report. This database has a procedure that allows for the importing of a record already established in the Renewal Request database and also has procedures that perform date and company status updates.

4. Failure to File PC Database

This database is used for caseload management and generation of form correspondence and staff reports for those situations where companies that started out in either the Initial Request or Renewal Request processes have chosen not to file a license application as they were directed. In these situations, the analyst sends out a due process notification to the company and to each casino, advising all parties that if the application is not received by a specified date (generally current date + three weeks), a prohibitory order shall be sent. The prohibitory order is a legal document that serves to terminate any existing agreements and to prohibit the transacting of future business between the company and all casinos.

Generally there are only a few companies going through this process at any given time. On April 23rd there were seven companies in the Failure to File database. Because of the consequences of the issuance of a prohibitory order, which can sometimes place casinos in a difficult position, processing is not always straightforward. Occasionally ELU supervisory personnel shall determine to override the standard processing times and extend deadlines beyond the typical three to four weeks. Some records, therefore, could remain in the database for a few months. Once the case is closed,

Appendix D: DataEase Databases – Functional Overview and Outputs

either by the filing of an application or the entry of a prohibitory order, the record is deleted from both the Failure to File and the Initial Request (or Renewal Request) databases.

Outputs consist of the creation of electronic files for importing into form correspondence and a DataEase report. This database has a procedure that allows for the importing of a record already established in the Renewal Request database and also has procedures that perform date and company status updates.

5. Withdrawal Tracking

This database is for caseload management and generation of form correspondence and staff reports in those situations where a company formally requests the withdrawal of its pending initial or renewal license application. In these situations the analyst shall first contact the casino industry to ascertain whether the company has ongoing business. Once the business has concluded, the analyst advises the company of the standard conditions that would be imposed if the withdrawal were granted. If there is no objection from the company, the analyst shall request the Division's position on the withdrawal request. Not until the Division has provided its written position can the analyst proceed with the withdrawal. Upon receipt of the Division's agreement to the withdrawal, the analyst prepares a report for supervisory approval and a formal letter order. The letter order includes a condition that prohibits the company from transacting business with the casino industry for a one-year period. In general there are not many records at any given time in this database; on April 23rd there were 10. Processing on withdrawal requests is typically straightforward; because information and/or authorization shall be received before the case can move to the next processing step, a record typically remains in the database for 6 – 12 weeks, and occasionally longer if the Division requires additional time to give its position.

Outputs consist of the creation of electronic files for importing into form correspondence and DataEase reports. This database also has procedures that perform date and company status updates.

6. Initial License

The Initial License and Renewal License databases were designed more to facilitate the generation of form correspondence and reports than for ongoing caseload management. Records are created in the Initial License database when the analyst has received the Division's investigative report on an applicant for initial license issuance. Processing varies based upon the category of license sought (gaming, nongaming and junket) and whether the Division's report recommends license issuance. One major processing step requires the analyst to reconcile the listing contained in the Division's investigative report with the ELU's mainframe records of key employees. Another step requires the analyst to determine, based on whether the Division's recommendation is positive, whether the license shall be issued by the staff or whether the recommendation shall be presented to the Commissioners for action. Finally, the analyst shall determine the appropriate end date for the license term; the license term is printed on the license certificate and it varies, based upon the type of license being issued. Processing of cases in the Initial License database is generally completed within one week, with an occasional case that may remain in the database for up to four weeks. On April 23rd there were 15 records in the Initial License database.

Outputs consist of the creation of electronic files for importing into form correspondence, license certificates and various DataEase reports. The related detail identifying procedures that create outputs shows a number of printed outputs; these are essentially form letters and reports that are virtually identical except for minor language differences that tailor the document to the type of license to be issued to the company. In executing the procedures that merge data fields into the document, the analyst selects the form of document appropriate to the case(s) being processed. The database design does include a procedure that permits the updating of a status code on those occasions where the Division's investigative report objects to license issuance. This design feature was intended to support a limited caseload management function, but this feature has not been used

Appendix D: DataEase Databases – Functional Overview and Outputs

for several years. Instead, caseload management of those Division objections (which become contested cases that may remain open through an extended hearing process until the Commissioners hear the matter) is handled via a batch report produced from the mainframe.

7. Renewal License

The Renewal License database mirrors the Initial License database. Records are created in it when the analyst has received the Division's investigative report on an applicant for license renewal. Again, processing varies based upon the category of license sought (gaming, nongaming and junket) and whether the Division's report recommends license renewal. The analyst shall still reconcile the listing contained in the Division's investigative report with the ELU's mainframe records of key employees and determine whether the ELU or the Commissioners shall consider the Division's recommendation. Renewal license certificates also have printed the end date for the license's renewal term. Although, unlike initial licenses, all licenses are renewed for a four year term, the four years is counted back to the end date of each company's initial license term or a previous renewal license term. When processing renewal licenses for a number of companies, the analyst may have a different end date for the license renewed for each company. Processing of cases in the Renewal License database also is generally completed within one week, with an occasional case that may remain in the database for up to four weeks. On April 23rd the Renewal License database contained 15 records.

As in the Initial License database, outputs in the Renewal License database consist of the creation of electronic files for importing into form correspondence, license certificates and various DataEase reports. The related detail identifying procedures that create outputs shows a number of printed outputs; these are essentially form letters and reports that are virtually identical except for minor language differences that tailor the document to the type of license to be issued to the company. In executing the procedures that merge data fields into the document, the analyst selects the form of document appropriate to the case(s) being processed. The Renewal License database design also includes the procedure that permits the updating of a status code for Division objections. As noted in the description of the Initial License database, this design feature was originally intended to support a limited caseload management function, but this operational need is currently met via a batch report produced from the mainframe.

8. Vendee Tracking

The functional purposes of the Vendee Tracking database differ significantly from those associated with the other seven databases. One key difference is that rather than having been designed for interim caseload management, the Vendee Tracking database serves as a long-term repository of historical financial information. It is the least dynamic and therefore the least complex of the databases, although it has the largest number of records (financial records spanning 1986 to current for approximately 3,000 companies). Every month after receiving each casino's hard copy report of financial activity (see subsection captioned "Supplemental Detail – Overview of Financial Processing") ELU staff manually data enters information showing the report month and year and payment amount for each company that transacted business that resulted in its making payments to the casino industry. Where the company does not already have a record established in the database, one is created. The Vendee Tracking system was basically developed quickly to meet a recognized need; aside from the creation of procedures to allow for the printing of some basic reports, no enhancements were made to the database after the establishment of its initial design.

Appendix D: DataEase Databases – Functional Overview and Outputs

In theory the vendee financial information should supplement and inter-relate with the financial file on the mainframe, which reflects both current and historical data about payments made by the casino industry to companies. Practically, though, because the vendee data is on a stand-alone PC, the ELU has no ability to inter-relate the two types of financial data. Also, the Vendee Tracking database was designed to store financial information only on a calendar year basis, unlike the financial file on the mainframe, which allows users to select any 12-month period for viewing. Nor was the PC database designed to allow for any dynamic matching or correlation of financial and company records within the database itself. Historical information goes back to 1986 and once established in the database, a company's record is almost never purged, since the ELU has no easy way of identifying those companies that are inactive or might otherwise be ripe for purging from the database.

Outputs consist of a number of printed reports; although the supplemental detail showing the procedures that result in outputs identifies approximately 14 reports, there are only five actual reports (the remainder simply reflects different calendar years for the same report format).

Conclusion

The eight stand-alone PC databases were built by ELU users themselves a number of years ago to meet specific ongoing operational needs. They were built reactively, rather than proactively, and users never anticipated that they would remain stand-alone systems for so many years. Once those databases were created and in active use to support the ELU's ongoing operations, they were not enhanced and virtually nothing was done to improve their design or expand their capabilities. Even aside from the fact that they do not inter-relate with the mainframe system, none of the eight databases fully meets all of the current functional requirements of the ELU users.

It is essential, therefore, that prospective bidders recognize that a successful design proposal for the new system cannot be simply a one-for-one replication of the stand-alone databases. Rather, a successful design shall provide for the functional integration of the stand-alone PC databases.

As noted earlier, this narrative overview of the function of the eight PC databases is followed by additional detail for each database. The additional detail consists of a summary of the design elements of each database and a description, again for each database, of those 95 procedures that result in some form of output (creation of electronic mail merge file for import into Word or DataEase or the production of a printed DataEase report). Some representative samples of hard copy outputs (form correspondence in Word and reports in DataEase) are also provided. Prospective bidders are again reminded that in addition to those procedures that result in creation of output, the PC databases include a significant number of other procedures that function by performing record updating, date calculation, and record deletion.

*OVERVIEW OF DATABASE SYSTEM DESIGN COMPONENTS
IDENTIFIED FOR EACH PERSONAL COMPUTER DATABASE
SYSTEM*

1. Initial Request

a. Menu Definitions

CSI STAFF WORK ON DATAEASE
LABEL MENU
LETTERS FOR CSI TRACKING
CHAIN – FINAL 1
CHAIN – INPUT CSI
CHAIN – 1ST 2
ENTER INFORMATION TO GENERATE LETTERS FROM CSI TRACKING
OTHER WORK TO DO OFF DATA EASE
CHAIN – RETURN
CHAIN – ORDER LABELS
BACKUP

b. Forms (Screen) Layouts

Status definitions
Entertainers report
FINAL
C/H – GENERAL COUNSEL
PETITIONS
Casino hotels
UPDATING-GREEN CARDS
CHECKS AGAINST R & C
C/H-ESQ PLUS
SPECIAL
Input for CSI
CSI TRACKING

c. Relationships

CSI TRACKING & status definitions
CSI TRACKING & SPECIAL
Casino hotels & CASINO #
CSI TRACKING & PETITIONS
CSI TRACKING & FINAL
CSI TRACKING & input for CSI
Updating Green Cards & CSI tracking

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Initial Request	1. Report: Weekly Report - CSI Tracking for week of (span of dts)	Identify span of Action Dates to look for in each record.	None	Vendor ID #, Company, Company Status, 1st Letter, 2nd Letter, Deadline Date, Contest Rec'd, Extension req	1 WEEKLY 1
Initial Request	2. Report: Failure to File Report	Identify Specific Vendor ID#	After report is run, update CSI tracking form: CO. STATUS = M, PRO REMOVAL = Current Date.	Vendor ID #, Company, 1st Letter, Nature of Business, Determination Date, Casino, Dollar Amount, Reason, 2nd Letter, Deadline, Contest Rec'd, Det. CSE, Con. Letter Sent, Extension Req, Granted, Ext. Ltr Sent, Add'l Contact, Add'l Contact 2, data entry Contestation filed, data entry recommendation, data entry extension requested.	2 FAILURE TO FILE
Initial Request	3. Report: Green Card Update	Enter all date information for Green Cards with Vendor ID # equal to CSI Tracking Vendor ID #.	Information is entered for US Postal Service Registered Mail cards (Green Cards) on a special form, when the report is run, the Green Card date information is modified automatically on the CSI form: REC'D By Company date, Deadline Date, and A/D. Once the report is run, the Green Card Records are deleted.	Vendor ID #, Company, GCR date, calculated field GCR date = 60 days. Information contained on printout includes date stamp by CCC and bottom of green card containing "Article Number" from Post Office Service Label.	5 GREEN CARDS UPDATE

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial Request	4. Report: Final Report - CSI Tracking	Identify Specific Vendor ID# and data enter R&C 1, R&C2, FTF, Public Meeting Sheet, Orders.	None	Vendor ID#, Company, Nature of Business, Determination Date, Casino, Dollar Amount, Reason, 2nd Letter, Deadline, Contest Rec'd, Det. CSI, Con. Letter Sent, Extension Req., Granted, Ext. Ltr Sent, Add'l Contact, Add'l Contact 2, Mr/Ms, 1st Name, Address, city, State, zip, Request Authorization, Final Authorization, Auth Date, Financial Review, App. Rec'd, Pro. Removal, Final, Public Mtg. Order sent, Public Mtg. Comments, and all data entry fields.	9 REPORT FOR FILE
Initial Request	5. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for non-junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$75,000 or more from a single casino applicant or licensee over the past twelve months.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15 1ST LETTERS MM
Initial Request	6. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for non-junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$40,000 or more from a single casino applicant or licensee over the past three consecutive twelve month periods.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15 1ST LETTERS MM

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial Request	7. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for non-junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$225,000 or more from multiple casino applicants or licensees over a twelve month period of time.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15 1ST LETTERS MM
Initial Request	8. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$75,000 or more from a single casino applicant or licensee over the past twelve months.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15 1ST LETTERS MM
Initial Request	9. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$40,000 or more from a single casino applicant or licensee over the past three consecutive twelve month periods.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15. 1ST LETTERS MM

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial Request	10. Mail Merge: First Letters. Data is extracted for WORD. Separate letters are created in WORD for junket companies	1st Letter field in CSI tracking equal to current date. Disbursements of \$225,000 or more from multiple casino applicants or licensees over the past twelve months.	After mail merge is run, update CSI tracking form: CO. Status = A, A/D = current date + 21 days, 1st letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, current date, Reason	15 1ST LETTERS MM
Initial Request	11. Mail Merge: 2nd Letter. Data is extracted for WORD. Separate letters are created in WORD for non-junket companies	Identify span of Action Dates to look for in each record and CO Status = A.	After mail merge is run, update CSI tracking form: CO. Status = B, 2nd Letter = Current Date, A/D = Deadline, 2nd letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, 1st Letter date, deadline date, current date, deadline date - current date	16 Second Letter MM
Initial Request	12. Mail Merge: 2nd Letter. Data is extracted for WORD. Separate letters are created in WORD for junket companies	Identify span of Action Dates to look for in each record and CO Status = A.	After mail merge is run, update CSI tracking form: CO. Status = B, 2nd Letter = Current Date, A/D = Deadline, 2nd letter = current date.	Mail Merge Format: Vendor ID#, Mr/Ms, 1st Name, LAST NAME, Company, Address, City , State, Zip, 1st Letter date, deadline date, current date, deadline date - current date	16. Second Letter MM

Appendix D: DataEase Databases – Functional Overview and Outputs

e. Sample output

INITIAL REQUEST Procedure # 15, 1ST LETTERS MM

The following information is inserted through a mail merge into various form letters:

<Date> - Date of Letter
<M> - Mr. or Ms./Title
<Name> - First Name
<Last> - Last Name
<Co> - Company Name
<Add> - Street Address
<City> - City Name
<State> - State Name Initials
<Zip> - Zip Code
<VRF> - Vendor I.D. #
<RE> - Month through Month/Time period

«DATE»

«M» «NAME» «LAST»

«CO»

«ADD»

«CITY» «ST» «ZIP»

Re: VID #«VRF»

Dear «M» «LAST»:

Please be advised that pursuant to N.J.S.A. 5:12-92(c), all casino service industries conducting business with casino applicants or licensees, their employees or agents shall be licensed in accordance with the rules of the Casino Control Commission (Commission) prior to the commencement or continuation of any business with casino applicants or licensees, their employees or agents. However, the Commission may permit an unlicensed enterprise to conduct business with casino applicants or licensees and their employees or agents provided that a Vendor Registration Form is filed by a casino applicant or licensee on behalf of this enterprise and also provided that the enterprise files an application for a casino service industry license if directed to do so by the Commission [N.J.S.A. 5:12-104(b), N.J.A.C. 19:43-10.4].

Based upon a review by Commission staff of information provided by New Jersey casino applicants or licensees, it appears that during the twelve-month period from «RE» your enterprise received disbursements of \$75,000 or more from a single casino applicant or licensee. Be advised that an enterprise which conducts business of this volume with a single New Jersey casino applicant or licensee is considered to be conducting business of a regular or continuing nature and is required to apply for a license as a casino service industry pursuant to N.J.S.A. 5:12-92(c) and N.J.A.C. 19:51-1.2A.

Appendix D: DataEase Databases – Functional Overview and Outputs

Enclosed is a casino service industry license application packet which consists of Instructions, Business Entity Disclosure Form-3, Business Entity Disclosure Form - Holding Company, Qualifier Disclosure Form and an Equal Employment and Business Opportunity Obligations Form. This completed application for a non-gaming related casino service industry license shall be submitted to the Commission within 60 days of your receipt of this letter. In order to be deemed complete, your application shall conform with the specifications outlined in the enclosed instruction sheet and shall be accompanied by a check or money order for the filing fee of \$2000.00 [N.J.A.C. 19:41-9.9]. Please make your check or money order payable to the "Casino Control Fund".

Should you feel that the information provided to Commission staff by the casino applicants or licensees is inaccurate with regard to the amount of monies disbursed to your enterprise during the aforementioned twelve month period; your enterprise shall provide Commission staff with copies of documentation which would substantiate your enterprise's contestation. These documents shall be accompanied by a notarized attestation as to their completeness and accuracy.

If it is your opinion that your enterprise does not fall within the provisions of the Casino Control Act, and your enterprise does not wish to contest the accuracy of the financial information provided to staff by New Jersey casino applicants or licensees, you shall file with the Commission a petition seeking a formal ruling on that subject. That petition shall include all the facts necessary for the Commission to analyze your position as well as a legal brief or memorandum which sets forth, in detail, the grounds upon which you base your argument. The petition shall be prepared in accordance with the rules of the Commission concerning hearings and declaratory rulings as described in N.J.A.C. 19:40. An original and 8 copies of that petition should be filed with James Fiandaca, Chief, Administrative Operations, Casino Control Commission, Tennessee Avenue and the Boardwalk, Atlantic City, NJ, 08401.

You should be aware that the Commission, in accordance with its regulations and with the New Jersey Rules of Court, requires that petitions filed on behalf of a corporation shall be submitted by an attorney properly licensed to practice law in the State of New Jersey. In the alternative, a principal of a closely held corporation may personally represent the corporation. Any question concerning such appearances should be directed to the Commission's Division of Licensing, Legal Advisory Unit.

Failure to submit your application, contestation or petition in the required format within the above-noted deadline may result in Commission staff taking action to terminate existing agreements, written or unwritten, between your enterprise and casino applicants or licensees, their employees or agents, as well as to prohibit casino applicants or licensees, their employees or agents, from entering into future agreements, either directly or indirectly, with your enterprise [N.J.A.C. 19:51-1.2A(h)].

Your application and any correspondence concerning this matter should be sent to the following address:

Casino Control Commission
Casino Service Industry Section
Tennessee Avenue and the Boardwalk
Atlantic City, NJ 08401

Should you have any questions or require any additional information regarding this matter please contact Donald Hamer of my staff at (609) 441-3358 or fax (609) 441-3747. Please note

Appendix D: DataEase Databases – Functional Overview and Outputs

that although telephone communication shall be accepted, it shall not preserve your options under the law.

Sincerely,

SHARON L. HAND, Manager
Enterprise License Bureau

BY: _____
DONALD E. HAMER
Principal Analyst
Casino Service Industry Section

SLH/DEH:tsc

Enclosure

C: File

Certified Mail

Appendix D: DataEase Databases – Functional Overview and Outputs

e. Sample output

INITIAL REQUEST
Procedure # 2, FAILURE TO FILE

VENDOR - COMPANY NAME
- 00000

NATURE OF BUSINESS – TYPE OF SERVICE PROVIDED

1) HISTORY

DATE OF DETERMINATION - mm/dd/yy

REASON - Month Year through Month Year Amount (\$ 0.00) with Casino
Code (0000)

DEADLINE FOR FILING – mm/dd/yy

1ST LETTER - mm/dd/yy

RECEIVED BY CO. - mm/dd/yy

2ND LETTER - mm/dd/yy

CONTESTATION FILED - no REC'D CSI ? LETTER SENT

EXTENSION REQUESTED - no REC'D GRANTED LETTER SENT

ADD'D CONTACT –

ATTACHED: CURRENT FINANCIAL FILE mm/yy THRU mm/yy AND INITIAL R&C
FINANCIAL FILE

RECOMMENDATION -

REPORT DATED - mm/dd/yy

SCHEDULE CO? YES _____ NO _____

IF YES, DELEGATED AUTHORITY DATE _____ AUTHORIZED BY _____ DATE

COMMENTS _____

Appendix D: DataEase Databases – Functional Overview and Outputs

e. Sample output

INITIAL REQUEST
 Procedure # 1, WEEKLY 1

FOR THE WEEK OF mm/dd/yy THRU mm/dd/yy
 (INTERNAL (ACTION DATE) ALREADY WITHIN DATA BASE)

CO. STATUS	VENDOR I.D. #	COMPANY	1 ST LETTER	2 ND LETTER	DEADLINE	CONTEST REC'D	EXTENSION REQ.
A	00000	Company Name Here	mm/dd/yy	mm/dd/yy	mm/dd/yy	mm/dd/yy	mm/dd/yy
		Company Name Here					
		Company Name Here					
		Company Name Here					
		Company Name Here					
		Company Name Here					
		Company Name Here					
		Company Na Here					
		Company Name Here					
		Company Name Here					

STATUS A – CO. NEEDS SECOND LETTER/ STATUS B – CO. NEEDS FAILURE TO
 FILE REPORT/ STATUS M – CO. NEEDS FINAL NOTICE LETTER

Appendix D: DataEase Databases – Functional Overview and Outputs

ALL OTHER CODES – SEE ANALYST

Appendix D: DataEase Databases – Functional Overview and Outputs

2. Initial License

a. Menu Definitions

CSI 92(C) – INITIAL – DGE REPORT TRACKING SYSTEM MAIN MENU
INITIAL – DGE REPORT TRACKING SYSTEM ENTER OR MODIFY RECORDS
INITIAL – DGE REPORT TRACKING SYSTEM REPORT MAIN MENU
INITIAL – DGE REPORT TRACKING SYSTEM APPROVAL LETTERS
INITIAL – DGE REPORT TRACKING SYSTEM AA REPORTS
INITIAL – DGE REPORT TRACKING SYSTEM LICENSE CERTIFICATES
INITIAL – DGE REPORT TRACKING SYSTEM LISTS
INITIAL – DGE REPORT TRACKING SYSTEM GENERAL CORRESPONDENCE
CHAIN – DELETE
RUN REPORTS FOR CCC PUBLIC MEETING
BACKUP DATABASE

b. Form (Screen) Layouts

Status codes
DGE report initials
Meeting info 92a
Meeting info 92c

c. Relationships

DGE report initials & status codes
DGE report initials & meeting info 92c
DGE report initials & meeting info 92a
Meeting info 92c & canada
Meeting info 92a & meeting report 92a
Meeting info 92c & meeting report je
Meeting info 92c & mtg report /no aa
Meeting info 92c & meeting report 92c

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Initial License	1. Report: Casino Service Industry License Initial License Report	Identify specific Vendor ID#	Before report is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data entry LICENSE GRANT DATE, EXPIRATION = data entry EXPIRATION DATE, STATUS = SR, STAFF REPORT DATE = current date.	DATE FILED, LOG#, VENDOR #, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORCITY, COORSTATE, COORZIP, GOODS OR SERVICES, GOODS OR SERVICES2, data entry LICENSE GRANT DATE, data entry EXPIRATION DATE, DGE REPORT REC'D, DGE REC., UPDATE REQUEST DGE, U/A DGE IN, AA IN, AA RECOMMEND, COND LTR IN, COND1, COND2, NOTE1, NOTE2, NOTE3, NOTE4, NOTE5, current date.	1 STAFF REPORT
Initial License	2. Report: Monthly Ratification List to the Director, Listing of Gaming and Non-gaming Related CSI and Junket Enterprise Licenses Granted by Delegated Authority	STATUS = NC and NOTIFICATION SENT between span of data entry dates.	After report is run, update DGE REPORT INITIALS: STATUS = RS.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, beginning data-entry date, ending data-entry date.	2 ratification list

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial License	3. Mail Merge: Multiple Approval Letters Issued through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3 APPROVAL LETTERS
Initial License	4. Mail Merge: Multiple Approval Letters Issued through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3 APPROVAL LETTERS
Initial License	5. Mail Merge: Multiple Approval Letters Issued through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3 APPROVAL LETTERS

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial License	6. Mail Merge: Single Approval Letter through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	4 APPROVAL LETTERS - ONE
Initial License	7. Mail Merge: Single Approval Letter Issued through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	4. APPROVAL LETTERS - ONE
Initial License	8. Mail Merge: Single Approval Letter Issued through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT INITIALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	4 APPROVAL LETTERS - ONE
Initial License	9. Report: Initial Listing to the Director for specific meeting date, Listing of Gaming and Non-gaming Related CSE and Junket	STATUS = NC and NOTIFICATION SENT equals data entry date.	None	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, data-entry date.	8 initial list cds

Appendix D: DataEase Databases – Functional Overview and Outputs

	Enterprise Licenses Granted by Delegated Authority				
Initial License	10. Mail Merge: Multiple Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	19 MTG APP LTRS
Initial License	11. Mail Merge: Multiple Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	19 MTG APP LTRS

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial License	12. Mail Merge: Multiple Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	19 MTG APP LTRS
Initial License	13. Mail Merge: Single Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	20 MTG APP LTR1
Initial License	14. Mail Merge: Single Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	20 MTG APP LTR1

Appendix D: DataEase Databases – Functional Overview and Outputs

Initial License	15. Mail Merge: Single Initial Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT INITIALS form: NOTIFICATION SENT = data-entry NOTIFICATION DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	20 MTG APP LTR1
-----------------	--	---	---	--	-----------------

Appendix D: DataEase Databases – Functional Overview and Outputs

e. Sample output

INITIAL LICENSE
Procedure #1, STAFF REPORT

CASINO SERVICE INDUSTRY LICENSE INITIAL LICENSE REPORT

1. ENTERPRISE INFORMATION

CSI FILED DATE: mm/dd/yy LOG #: 0000-00
VRF #: 00000

NAME OF ENTERPRISE: Company Name
t/a (trade name)

CONTACT PERSON: (Mr./Ms.) (First) (Last)

ENTERPRISE ADDRESS:
STREET ADDRESS
CITY, ST, ZIP

CORRESPONDENCE ADDRESS:
COMPANY/CONTACT NAME (attorney/company)
STREET ADDRESS
CITY, ST, ZIP

GOODS OR SERVICES PROVIDED: nature of business/product/service purchased

2. CHRONOLOGY

AA&P REPORT REC'D - mm/dd/yy (COPY ATTACHED) RECOMMENDS:
disapproved
CONDITION STIP REC'D - mm/dd/yy (COPY ATTACHED)
DGE REPORT RECEIVED - mm/dd/yy (COPY ATTACHED) RECOMMENDS:
approve
DGE UPDATE REQUESTED - mm/dd/yy (COPY ATTACHED)
DGE UPDATE RECEIVED - mm/dd/yy (COPY ATTACHED)

3. CONDITIONS

 X - NONE
 - CONDITIONS AS NOTED IN AA&P REPORT

Appendix D: DataEase Databases – Functional Overview and Outputs

NOTES: enter notes here

REPORT RUN:mm/dd/yy SIGN OFF TO TYPE LICENSE CERTIFICATE _____

Expiration Date - Month day, Year

REPORT PREPARED BY _____

REPORT REVIEWED BY _____

3. Renewal Request

a. Menu Definitions

CSI RENEWAL APPLICATION REQUEST TRACKING SYSTEM MAIN MENU
RENEWAL APPLICATION TRACKING SYSTEM ENTER or MODIFY RECORDS
RENEWAL APPLICATION TRACKING SYSTEM REPORT MAIN MENU
RUN 1ST NOTICES
RUN 2ND NOTICES
RUN FINAL NOTICES
COMPANIES TO BE PROCESSED FOR ADMINISTRATIVE REMOVALS
STAFF REPORTS NEEDED
BACKUP

b. Forms (Screen) Layouts

Status codes
Notepad
RENEWAL REQUEST

c. Relationships

RENEWAL REQUEST & notepad

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Renewal Request	1. Report: Casino Service Industry License Renewal Request Report	Identify specific Vendor ID#	Before report is run, update RENEWAL REQUEST form: COMPLETE APP REC'D = data entry APP IN, STATUS = HC if data entry H/C PENDING or STATUS = DR, if ACTION DATE not = BLANK update it with data=-entry APP IN, if ADMIN REMOVAL not = BLANK update it with data-entry ADMIN REMOVAL or ADMIN REMOVAL = data entry PROHIBIT DATE.	LOG#, LOG TRAILER, VENDOR #, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORCITY, COORSTATE, COORZIP, GOODS OR SERVICES, GOODS OR SERVICES2, data-entry information dependent upon information contained in certain fields, the data-entry fields, all the NOTES fields, EXP DATE, 1ST NOTICE, 2nd NOTICE, FINAL NOTICE, ADMIN REMOVAL, DEFICIENT APP REC'D, NOTICE SENT NFG, current date.	1 Staff report
Renewal Request	2. Mail Merge: Multiple CSI Renewal Request Letter for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	LOG TRAILER = 70 and STATUS = DE and EXP DATE = data-entry EXP DATE.	After mail merge is run, update RENEWAL REQUEST form, STATUS = 1N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = current date + 21.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT.	5 92C 1ST NOTICES

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal Request	3. Mail Merge: Single CSI Renewal Request Letter for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, STATUS = 1N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = current date + 21.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT.	8 92C 1ST NOTICE -1
Renewal Request	4. Mail Merge: Multiple CSI Renewal Request Letter for Junket Enterprise Renewals. Data is extracted for WORD.	LOG TRAILER = 51 and STATUS = DE and EXP DATE = data-entry EXP DATE.	After mail merge is run, update RENEWAL REQUEST form, STATUS = 1N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = current date + 21.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT.	7 JUNKET 1ST NOTICES
Renewal Request	5. Mail Merge: Single CSI Renewal Request Letter for Junket Enterprise Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, STATUS = 1N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = current date + 21.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT.	10 JUNKET 1ST NOTICE -1
Renewal Request	6. Report: Renewal Request - Report for Final Notice	Identify specific Vendor ID#	Before report is run, update RENEWAL REQUEST form: STATUS = FP.	LOG#, LOG TRAILER, VENDOR#, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, GOOD OR SERVICES, all NOTES, EXP DT, 1ST NOTICE, 2ND NOTICE, current date.	11 FINAL NOTICE OK'D

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal Request	7. Mail Merge: Multiple CSI Renewal 2nd Request Letter for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	LOG TRAILER = 70 and STATUS = 1N and ACTION DATE between data-entry dates.	After mail merge is run, update RENEWAL REQUEST form, STATUS = 2N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = EXP DATE - 35.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT, 1ST NOTICE.	13 92c 2nd notices
Renewal Request	8. Mail Merge: Single CSI Renewal 2nd Request Letter for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, STATUS = 2N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = EXP DATE - 35.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT, 1ST NOTICE.	18 1 92C 2ND NOTICES
Renewal Request	9. Mail Merge: Multiple CSI Renewal 2nd Request Letter for Junket Enterprise Renewals. Data is extracted for WORD.	LOG TRAILER = 51 and STATUS = 1N and ACTION DATE between data-entry dates.	After mail merge is run, update RENEWAL REQUEST form, STATUS = 2N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = EXP DATE - 35.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT, 1ST NOTICE.	15 JUNKET 2ND NOTICES
Renewal Request	10. Mail Merge: Single CSI Renewal 2nd Request Letter for Junket Enterprise Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, STATUS = 2N, 1ST NOTICE = data-entry GRANT DATE, ACTION DATE = EXP DATE - 35.	1name, 2name, NAME, TRADE NAME COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LOG TRAILER, GRANT DATE, EXP DT, 1ST NOTICE.	16 1 JUNKET 2ND NOTICE

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal Request	11. Report: Listing of Companies for a Specific Expiration Date	Identify EXP DATE	None	VENDOR#, NAME, STATUS.	21 LIST BY EXPIRE DATE
Renewal Request	12. Report: Listing of All Companies	None	None	VENDOR#, NAME, EXP DATE, STATUS	22 LIST BY EXP DATE-ALL
Renewal Request	13. Mail Merge: Multiple CSI Renewal, Not R&C Letters for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	STATUS = nr	After mail merge is run, update RENEWAL REQUEST form, ACTION DATE = EXP DATE. NOTICE SENT NFG = data-entry DATE OF NOTICE, STATUS = PR.	1name, 2name, EXP DATE, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, LOG#, VENDOR#.	23 not R&C letters
Renewal Request	14. Mail Merge: Multiple CSI Renewal, Not R&C Letters for Junket Enterprise Renewals. Data is extracted for WORD.	STATUS = nr	After mail merge is run, update RENEWAL REQUEST form, ACTION DATE = EXP DATE. NOTICE SENT NFG = data-entry DATE OF NOTICE, STATUS = PR.	1name, 2name, EXP DATE, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, LOG#, VENDOR#.	23 not R&C letters
Renewal Request	15. Mail Merge: Single CSI Renewal, Not R&C Letters for Non-Gaming Related CSI Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, ACTION DATE = EXP DATE. NOTICE SENT NFG = data-entry DATE OF NOTICE, STATUS = PR.	1name, 2name, EXP DATE, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, LOG#, VENDOR#.	26 not R&C one

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal Request	16. Mail Merge: Single CSI Renewal, Not R&C Letters for Junket Enterprise Renewals. Data is extracted for WORD.	Identify specific Vendor ID#	After mail merge is run, update RENEWAL REQUEST form, ACTION DATE = EXP DATE. NOTICE SENT NFG = data-entry DATE OF NOTICE, STATUS = PR.	1name, 2name, EXP DATE, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, LOG#, VENDOR#.	26 not R&C one
Renewal Request	17. Report: Listing of Companies for DGE - Not R&C	NOTICE SENT NFG = data-entry ltr date and STATUS = pr	None	VENDOR#, NAME, LOG#, LOG TRAILER, EXP DATE, data-entry ltr date, GOODS OR SERVICES.	25 NOT R&C - DGE LIST
Renewal Request	18. Report: Casino Service Industry License Renewal Not R&C Report	Identify specific Vendor ID#	None	LOG #, LOG TRAILER, VENDOR#, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, GOODS OR SERVICES, NOTICE SENT NFG, all NOTES fields, data-entry OFF MVL, EXP DATE.	27 STAFF REPORT NOT R&C
Renewal Request	19. Report: Staff Activity Report for Specific Dates	Identify span of ACTION DATES.	None	STATUS, VENDOR#, NAME, EXP DATE, 1ST NOTICE, 2ND NOTICE, FINAL NOTICE, ADMIN REMOVAL, DEFICIENT APP REC'D, NOTICE SENT NFG, DEF INFO DUE, data-entry FIRST DATE, data-entry SECOND DATE.	31 STAFF ACTIVITY REPT

Appendix D: DataEase Databases – Functional Overview and Outputs

4. Renewal License

a. Menu Definitions

CSI 92(C) – RENEWAL – DGE REPORT TRACKING SYSTEM MAIN MENU
RENEWAL – DGE REPORT TRACKING SYSTEM ENTER OR MODIFY RECORDS
RENEWAL – DGE REPORT TRACKING SYSTEM REPORT MAIN MENU
RENEWAL – DGE REPORT TRACKING SYSTEM APPROVAL LETTERS
RENEWAL – DGE REPORT TRACKING SYSTEM AA REPORTS
RENEWAL – DGE REPORT TRACKING SYSTEM LICENSE CERTIFICATES
RENEWAL – DGE REPORT TRACKING SYSTEM GENERAL CORRESPONDENCE
CHAIN – DELETE
RUN A REPORT FOR A PUBLIC MEETING
RENEWAL – DGE REPORT TRACKING SYSTEM LISTS
BACKUP

b. Forms (Screen) Layouts

Status codes
MEETING INFO – 92A
MEETING INFO – 92C
DGE REPORT RENEWAL

c. Relationships

DGE REPORT INITIALS & status codes
DGE REPORT RENEWAL & MEETING INFO –92c
MEETING INFO – 92C & 92C Meeting Report
MEETING INFO – 92A & MEETING REPORT 92A
DGE REPORT RENEWAL & MEETING INFO – 92A
MEETING INFO – 92C & MEETING REPORT JE
MEETING INFO 92A & meg report schools
MEETING INFO – 92c & 92C meeting no aa
MEETING INFO – 92A & bally
MEETING INFO – 92C & garden 2

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Renewal License	1. Report: Monthly Ratification List to the Director, Listing of Gaming and Non-gaming Related CSI and Junket Enterprise Licenses Renewed by Delegated Authority	STATUS = NC and NOTIFICATION SENT between span of data entry dates.	After report is run, update DGE REPORT RENEWALS: STATUS = RS.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, beginning data-entry date, ending data-entry date.	1 ratification list
Renewal License	2. Mail Merge: Multiple Approval Letters Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	2 APPROVAL LETTERS
Renewal License	3. Mail Merge: Multiple Approval Letters Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	2 APPROVAL LETTERS

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal License	4. Mail Merge: Multiple Approval Letters Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	2 APPROVAL LETTERS
Renewal License	5. Mail Merge: Single Approval Letter Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3 APPROVAL LETTERS - ONE
Renewal License	6. Mail Merge: Single Approval Letter Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3. APPROVAL LETTERS - ONE

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal License	7. Mail Merge: Single Approval Letter Renewed through Delegated Authority. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies	Notification SENT = data-entry GRANT DATE and STATUS not = PM	After mail merge is run, update DGE REPORT RENEWALS form: STATUS = NC.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION SENT.	3 APPROVAL LETTERS - ONE
Renewal License	8. Report: Renewal Listing to the Director for specific meeting date, Listing of Gaming and Non-gaming Related CSE and Junket Enterprise Renewals Granted by Delegated Authority	STATUS = NC and NOTIFICATION SENT equals data entry date.	None	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, data-entry date.	7 renewal list cds
Renewal License	9. Mail Merge: Multiple Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	16 APP LTRS MTG

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal License	10. Mail Merge: Multiple Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	16 APP LTRS MTG
Renewal License	11. Mail Merge: Multiple Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	16 APP LTRS MTG
Renewal License	12. Mail Merge: Single Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	17 app ltr mtg 1

Appendix D: DataEase Databases – Functional Overview and Outputs

Renewal License	13. Mail Merge: Single Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Junket Enterprises.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	17 app ltr mtg 1
Renewal License	14. Mail Merge: Single Renewal Grant Letters Issued through Commission Action. Data is extracted for WORD. Separate letters and certificates are created in WORD for Non-Gaming Related Companies.	CCC MTG. Date = data-entry MEETING DATE	After mail merge is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data-entry LETTER DATE.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, NOTIFICATION DATE.	17 app ltr mtg 1
Renewal License	15. Report: Casino Service Industry License Renewal License Report	Identify specific Vendor ID#	Before report is run, update DGE REPORT RENEWAL form: NOTIFICATION SENT = data entry LICENSE GRANT DATE, EXPIRATION = data entry EXPIRATION DATE, STATUS = SR, STAFF REPORT DATE = current date.	DATE FILED, 2ND FILE DATE, LOG#, VENDOR #, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORCITY, COORSTATE, COORZIP, GOODS OR SERVICES, GOODS OR SERVICES2, data entry LICENSE GRANT DATE, data entry EXPIRATION DATE, DGE REPORT REC'D, DGE REC., UPDATE REQUEST DGE, U/A DGE IN, AA IN, AA RECOMMEND, COND LTR IN, COND1, COND2, NOTE1, NOTE2, NOTE3, NOTE4, NOTE5, current date.	29 staff report

Appendix D: DataEase Databases – Functional Overview and Outputs

5. Failure to File

a. Menu Definitions

FAILURE TO FILE TRACKING SYSTEM – MAIN MENU
INITIAL – RENEWAL FAILURE TO FILE : ENTER OR MODIFY RECORDS
FAILURE TO FILE – REPORT MAIN MENU
FAILURE TO FILE – FINAL NOTICES
FAILURE TO FILE – LETTER ORDERS
FAILURE TO FILE – LISTINGS
FAILURE TO FILE – GENERAL CORRESPONDENCE
CASINO CORRESPONDENCE
FAILURE TO FILE – STAFF REPORTS
CHAIN – DELETE
IMPORTING INFORMATION FROM ANOTHER DATABASE
BACKUP

b. Form (Screen) Layouts

STATUS CODES – FTF
FAILURE TO FILE

c. Relationships

FAILURE TO FILE & STATUS CODES –FTF

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Failure to File	1. Report: Monthly Listing of Enterprises Prohibited for Failure to File License Applications by Delegated Authority	STATUS = PD and LETTER ORDER SENT between span of data entry dates.	After report is run, update failure to file form: STATUS = DE.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, LETTER ORDER SENT, beginning data-entry date, ending data-entry date.	4 monthly lists
Failure to File	2. Report: Notification to the Casinos of Listing of Enterprises Prohibited from Conducting Business with New Jersey Casino Licensees	STATUS = LO and LETTER ORDER SENT = data-entry date.	After report is run, update failure to file form: STATUS = PD and Casino Notification = data entry CASINO LETTERS DATE.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, LETTER ORDER SENT, beginning data-entry date.	5 casino listings
Failure to File	3. Mail Merge: Multiple Prohibition of Business Transactions for New Jersey Casino Applicants or Licensees. Data is extracted for WORD.	LETTER ORDER SENT = data-entry GRANT DATE and INITIAL/RENEWAL = I	After mail merge is run, update failure to file form: STATUS = LO.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LETTER ORDER SENT.	6 LETTER ORDERS - INT.
Failure to File	4. Mail Merge: Single Prohibition of Business Transactions for New Jersey Casino Applicants or Licensees. Data is extracted for WORD.	Identify specific Vendor ID# and INITIAL/RENEWAL = I	After mail merge is run, update failure to file form: STATUS = LO.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LETTER ORDER SENT.	12 1 LETTER ORDER - INT
Failure to File	5. Mail Merge: Multiple Prohibition of Business Transactions for New Jersey CSI license renewal applicant. Data is extracted for WORD.	LETTER ORDER SENT = data-entry GRANT DATE and INITIAL/RENEWAL = R	After mail merge is run, update failure to file form: STATUS = LO.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LETTER ORDER SENT.	7 LETTER ORDERS - REN

Appendix D: DataEase Databases – Functional Overview and Outputs

Failure to File	6. Mail Merge: Single Prohibition of Business Transactions for New Jersey CSI license renewal applicant. Data is extracted for WORD.	Identify specific Vendor ID# and INITIAL/RENEWAL = R	After mail merge is run, update failure to file form: STATUS = LO.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, LETTER ORDER SENT.	13 1 LETTER ORDER - REN
Failure to File	7. Mail Merge: Multiple Notice to Prohibit the transacting of business for New Jersey CSI license renewal applicant. Data is extracted for WORD.	STATUS = FN and FINAL NOTICE DATE = data-entry NOTICE DATE and INITIAL/RENEWAL = R	After mail merge is run, update failure to file form: STATUS = FS, DEADLINE FOR FILING = data-entry DEADLINE FOR FILING.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, DEADLINE FOR FILING, NOTICE DATE, FIRST NOTICE DATE, SECOND NOTICE, APP DUE BY	8 FINAL NOTICE - REN
Failure to File	8. Mail Merge: Single Notice to Prohibit the transacting of business for New Jersey CSI license renewal applicant. Data is extracted for WORD.	Identify specific Vendor ID# and INITIAL/RENEWAL = R	After mail merge is run, update failure to file form: STATUS = FS, DEADLINE FOR FILING = data-entry DEADLINE FOR FILING.	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, DEADLINE FOR FILING, NOTICE DATE, FIRST NOTICE DATE, SECOND NOTICE, APP DUE BY	14 1 FINAL NOTICE - REN
Failure to File	9. Mail Merge: Multiple Notice to Prohibit the transacting of business for New Jersey CSI license applicant. Data is extracted for WORD.	STATUS = FN and FINAL NOTICE DATE = data-entry GRANT DATE and INITIAL/RENEWAL = I	After mail merge is run, update failure to file form: STATUS = FS	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, DEADLINE FOR FILING, GRANT DATE, FIRST NOTICE DATE, SECOND NOTICE, APP DUE BY	9 FINAL NOTICE - INT
Failure to File	10. Mail Merge: Single Notice to Prohibit the transacting of business for New Jersey CSI license applicant. Data is extracted for WORD.	Identify specific Vendor ID# and INITIAL/RENEWAL = I	After mail merge is run, update failure to file form: STATUS = FS	1name, 2name, NAME, TRADE NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, LOG#, DEADLINE FOR FILING, GRANT DATE, FIRST NOTICE DATE, SECOND NOTICE, APP DUE BY	15 1 FINAL NOTICE - INT

Appendix D: DataEase Databases – Functional Overview and Outputs

Failure to File	12. Report: Casino Service Industry Failure to File Report for multiple companies	STAFF REPORT DATE = current date and data-entry REPORT DATE OK = yes	Before report is printed, update failure to file form: STATUS = SR, LETTER ORDER SENT = data entry LETTER ORDER DATE	LOG #, VENDOR #, R&C DETERMINATION, CASINO ADVISORY, NAME, TRADE NAME, 1name, ENTSTREET, ENTSTREET2, ENTCITY, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, FIRST NOTICE DATE, INITIAL/RENEWAL, FINAL NOTICE DATE, data-entry LETTER ORDER DATE, data-entry R&C, GOODS or SERVICES, GOODS OR SERVICES 2, all the NOTES fields, CASINO ADVISORY.	11 STAFF REPORTS - BATCH
Failure to File	13. Report: Notice to the Casinos, Listing of enterprises proposed to be prohibited from conducting business with casino Licensees	STATUS = FS and DEADLINE FOR FILING = data-entry BEGIN DATE	After report is printed, update failure to file form: CASINO ADVISORY = data-entry CASINO LETTERS DATE.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, Vendor#, LOG#, data-entry BEGIN DATE.	22 CASINO ADVISORY

Appendix D: DataEase Databases – Functional Overview and Outputs

6. Withdrawal Tracking

a. Menu Definitions

CSI WITHDRAWALS – TRACKING SYSTEM MAIN MENU
CSI WITHDRAWALS – TRACKING SYSTEM ENTER OR MODIFY RECORDS
WITHDRAWAL TRACKING SYSTEM REPORT MAIN MENU
WITHDRAWAL REPORT TRACKING SYSTEM 14 DAY LETTERS
WITHDRAWAL REPORT TRACKING SYSTEM DGE TRANSMITTALS
WITHDRAWAL REPORT TRACKING SYSTEM APPROVAL LETTERS
WITHDRAWAL REPORT TRACKING SYSTEM LISTS
WITHDRAWAL TRACKING SYSTEM LABELS
CHAIN – DELETE
BACKUP

b. Forms (Screen) Layouts

STATUS CODES
NEVER
WITHDRAWAL

c. Relationships

Withdrawal & WITHDRAWAL
Withdrawal & STATUS CODES

d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Withdrawal Tracking	1. Mail Merge: Multiple letters of Conditions for Withdrawal of CSI License Application through delegated authority. Data is extracted for WORD.	STATUS = data-entry STATUS CODE	After mail merge is run, update WITHDRAWAL: CONDITION LTR SENT = current date, CO RESPONSE DUE = current date + 14, STATUS = C.	VENDOR#, LOG#, NAME, MR/MS, 1name, 2name, TITLE, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, REC'D DATE.	1 14 DAY LETTER
Withdrawal Tracking	2. Mail Merge: Single letter of Conditions for Withdrawal of CSI License Application through delegated authority. Data is extracted for WORD.	VENDOR# = data-entry VRF	After mail merge is run, update WITHDRAWAL: CONDITION LTR SENT = current date, CO RESPONSE DUE = current date + 14, STATUS = C.	VENDOR#, LOG#, NAME, MR/MS, 1name, 2name, TITLE, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, REC'D DATE.	8 14 DAY LETTER 1

Appendix D: DataEase Databases – Functional Overview and Outputs

Withdrawal Tracking	3. Report: Casino Service Industry License 92(c) Withdrawal Report	VENDOR# = data-entry VRF	Before report is run, update records in WITHDRAWAL: DGE REPORT REC'D = data-entry DGE REPORT REC'D, DGE REC. = data-entry DGE RECOMMENDATION, COND1 = data-entry C1, COND2 = data-entry C2, LONG:CONDITION = data-entry C3, LONG:CONDITION2 = data-entry C32, LONG:CONDITION3 = data-entry C33, LONG:CONDITION4 = data-entry C34.	rec'd date, DATE FILED, LOG#, VENDOR#, NAME, TRADE NAME, MR/MS, 1name, 2name, TITLE ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, GOODS OR SERVICES, GOODS OR SERVICES2, GOODS OR SERVICES3, GOODS OR SERVICES 4, CONDITION LTR SENT, DGE REPORT REQUESTED, data-entry DGE REPORT REC'D, data-entry DGE RECOMMENDATION, data-entry C1, data-entry C2, data-entry C3, data-entry C32, data-entry C33, data-entry C34.	3 STAFF REPORT
Withdrawal Tracking	4. Report: Monthly Ratification List to the Director, Listing of Casino Service Industry License Applications Withdrawn by Delegated Authority	STATUS = W and NOTIFICATION SENT between span of data entry dates.	After report is run, update DGE REPORT RENEWALS: STATUS = R.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, beginning data-entry date, ending data-entry date.	5 RATIFICATION LIST
Withdrawal Tracking	5. Mail Merge: Multiple Withdrawal Approval Letters for CSI License Application through delegated authority.	CCC REPORT DATE = data-entry date	After mail merge is run, update WITHDRAWAL: NOTIFICATION SENT = data-entry DATE OF APPROVAL, STATUS	VENDOR#, LOG#, NAME, MR/MS, 1name, 2name, TITLE, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, REC'D DATE.	6 WITHDRAWAL APPROVAL

Appendix D: DataEase Databases – Functional Overview and Outputs

	Data is extracted for WORD.		= W.		
Withdrawal Tracking	6. Mail Merge: Single Withdrawal Approval Letters for CSI License Application through delegated authority. Data is extracted for WORD.	VENDOR# = data-entry VRF	After mail merge is run, update WITHDRAWAL: NOTIFICATION SENT = data-entry DATE OF APPROVAL, STATUS = W.	VENDOR#, LOG#, NAME, MR/MS, 1name, 2name, TITLE, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, REC'D DATE.	7 WITHDRAWAL APPROVAL 1
Withdrawal Tracking	7. Report: Listing for Casino Notification of Casino Service Industry License Applications withdrawn through delegated authority.	STATUS = W and NOTIFICATION SENT = data entry BEGIN DATE	None	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, LOG#, NOTIFICATION SENT, beginning data-entry date.	13 casino list

Appendix D: DataEase Databases – Functional Overview and Outputs

7. Admin Removal

- a. Menu Definitions
 - TRACKING SYSTEM FOR ADMINISTRATIVE REMOVALS FROM THE MVL
 - RUN LETTERS OFFERING ADMINISTRATIVE REMOVALS
 - RUN LETTERS GRANTING ADMINISTRATIVE REMOVALS
 - CHAIN MENU - GRANT1
 - CHAIN MENU – OFFER1
 - ENTER INFORMATION FOR ADMIN REMOVAL TRACKING
 - LIST GENERATION FOR ADMIN REMOVAL TRACKING
 - CHAIN – DELETE
 - IMPORT INFORMATION FROM ANOTHER DATABASE
 - BACKUP
- b. Form (Screen) Layouts
 - Status codes
 - OFFER LTR
 - OFFER LTR REN
 - ADMIN REMOVE
- c. Relationships
 - DGE REPORT INITIALS & status codes
 - ADMIN REMOVE & status codes
 - ADMIN REMOVE & OFFER LTR
 - ADMIN REMOVE & OFFER LTR REN
- d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Admin Removal	1. Report: Admin Removal Report for a specific VRF#	VENDOR# = data-entry VRF	After report is run, update records in ADMIN REMOVAL: COMPANY AGREES = data-entry DATE OF COMPANY LTR, NOTIFICATION SENT = data-entry DATE OF GRANT LTR, STAFF REPORT DATE = current date.	VENDOR#, NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, INITIAL/RENEWAL, 1name, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, RENEWAL EXPIRATION, COMPANY CORR RECVD, CASINO CORR RECVD, BUSINESS COMPL, OFFER LETTER all the NOTES fields, data entry CURRENT S SCREEN, data-entry DATE OF COMPANY LETR, data-entry DATE OF GRANT LTR, LONG:GOODS or SERVICE, LONG:GOODS OR SERVI2, see all the specific "if" statements contained in procedure.	2 staff report
Admin Removal	2. Mail Merge: Multiple letters concerning Conditions of Administrative Withdrawal of Casino Service Industry License Application or Junket Enterprise License Application Requests. Data is extracted for WORD.	VENDOR# = any OFFER LETR VRF#	Before mail merge is created, update records in ADMIN REMOVE form: CASINO CORR RECVD = any OFFER LTR CASINO DATE, BUSINESS COMPL = any OFFER LTR ALL BUSINESS COMPLETE, OFFER LETTER = data-entry LETTERS TO BE	1 name, 2name, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR# LETTERS TO BE DATED.	3 INITIAL OFFER LTRS

Appendix D: DataEase Databases – Functional Overview and Outputs

			DATED. After report is run, delete records in OFFER LTR form.		
Admin Removal	3. Mail Merge: Single letter concerning Conditions of Administrative Withdrawal of Casino Service Industry License Application or Junket Enterprise License Application Requests. Data is extracted for WORD.	VENDOR# = data-entry VRF#	Before mail merge is created, update records in ADMIN REMOVE form: CASINO CORR RECVD = any OFFER LTR CASINO DATE, BUSINESS COMPL = any OFFER LTR ALL BUSINESS COMPLETE, OFFER LETTER = data-entry LETTERS TO BE DATED.	1 name, 2name, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR# LETTERS TO BE DATED.	7 INITIAL OFFER LTR 1
Admin Removal	4. Mail Merge: Multiple Administrative Withdrawal Approval Letters for CSI License Application or Junket Enterprise License Application Requests through delegated authority. Data is	INITIAL /RENEWAL = INITIAL and NOTIFICATION SENT = data-entry GRANT DATE	After mail merge is run, update ADMIN REMOVE form: STATUS = GR.	1name, 2name, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, COMPANY CORR RECVD, COMPANY AGREES, NOTIFICATION SENT.	5 GRANT LTR INITIAL

Appendix D: DataEase Databases – Functional Overview and Outputs

	extracted for WORD.				
Admin Removal	5. Mail Merge: Single Administrative Withdrawal Approval Letters for CSI License Applications or Junket Enterprise License Application Requests through delegated authority. Data is extracted for WORD.	INITIAL /RENEWAL = INITIAL and VENDOR# = data- entry VRF	After mail merge is run, update ADMIN REMOVE form: STATUS = GR.	1name, 2name, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, COMPANY CORR RECVD, COMPANY AGREES, NOTIFICATION SENT.	9 GRANT LTR INITIAL 1
Admin Removal	6. Mail Merge: Multiple Administrative Withdrawal Approval Letters for CSI License Renewals or Junket Enterprise License Renewals through delegated authority. Data is extracted for WORD.	INITIAL /RENEWAL = RENEWAL and NOTIFICATION SENT = data-entry GRANT DATE	After mail merge is run, update ADMIN REMOVE form: STATUS = GR.	1name, 2name, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, COMPANY CORR RECVD, COMPANY AGREES, NOTIFICATION SENT.	6 GRANT LTR RENEWAL

Appendix D: DataEase Databases – Functional Overview and Outputs

Admin Removal	7. Mail Merge: Single Administrative Withdrawal Approval Letters for CSI License Renewals or Junket Enterprise License Renewals through delegated authority. Data is extracted for WORD.	INITIAL /RENEWAL = RENEWAL and VENDOR# = data- entry VRF	After mail merge is run, update ADMIN REMOVE form: STATUS = GR.	1name, 2name, NAME, COORNAME, COORSTREET, COORSTREET2, COORCITY, COORSTATE, COORZIP, VENDOR#, COMPANY CORR RECVD, COMPANY AGREES, NOTIFICATION SENT.	10 GRANT LTR RENEWAL 1
Admin Removal	8. Report: Listing of Enterprise for which staff has withdrawn its request for Casino Service Industry License Application (Administrative Removals) through Delegated Authority	NOTIFICATION SENT between data-entry DATE1 and data-entry DATE2 and STATUS = GR	After report is run, update records in ADMIN REMOVAL: STATUS = LR.	NAME, ENTSTREET, ENTSTREET2, ENTCITY, ENTSTATE, ENTZIP, VENDOR#, NOTIFICATION SENT, beginning data-entry date.	11 list for director

Appendix D: DataEase Databases – Functional Overview and Outputs

8. Vendee Tracking

- a. Menu Definitions
 - VENDEE PROCESS MENU
 - PRODUCE VENDEE CURRENT FINANCIAL INFORMATION REPORTS
 - DATA ENTRY OF PAST VENDEE INFORMATION
 - PRODUCE VENDEE PAST FINANCIAL INFORMATION REPORTS
 - BACKUP

- b. Form (Screen) Layouts
 - PREVIOUS FINANCIAL FILES (1986 - 2001)
 - CURRENT FILE (2002)

- c. Relationships
 - VENDEE REGISTER 86/87 & VENDORID
 - VENDEE REGISTER 1990 & VENDEE REGISTER 89/90
 - VENDEE REGISTER 1990 & VENDEE REGISTER 1988

- d. Procedure Names- Individual Outputs and System Updates

See chart on following pages for further information:

NOTE: Procedure # refers to the number assigned to the specific procedure in the Personal Computer system.

Appendix D: DataEase Databases – Functional Overview and Outputs

DataEase Procedures - Individual Outputs and System Updates					
System	What it is	Parameters Entered / Report Criteria	System Updates	Fields Listed	Procedure # And Title
Vendee Tracking	1. Report: Vendee Financial Information	Current Financial Year Specific Vendor ID #	None	Vendor ID #, Vendor Name, Casino ID #, monthly financial data, total	1 TO DATE
Vendee Tracking	2. Report: All Vendees for Current Time Period	Current Financial Year	None	Vendor ID #, Vendor Name, Casino ID #, monthly financial data, total	20 REPORT
Vendee Tracking	3. Report: Vendees with Over \$75,000 for Current Time Period	Current Financial Year Total over \$75,000	None	Vendor ID #, Vendor Name, Casino ID #, monthly financial data, total	18 Over 75,000
Vendee Tracking	4. Report: Vendee Financial Information for (previous years)	Identify Financial Year Specific Vendor ID #	None	Vendor ID #, Vendor Name, Casino ID #, monthly financial data, total	21 1998 INFO Over 12 procedures, pulling information by specific calendar year
Vendee Tracking	5. Report: Duplicate Record Information	Current Financial Year Looks for Duplicate Vendor ID #	None	Vendor ID #, Vendor Name, Casino ID #	10 Duplicate Current
Vendee Tracking	6. Report: Vendees with Over \$10,000 for Current Time Period	Current Financial Year Total over \$10,000	None	Vendor ID #, Vendor Name, Casino ID #, monthly financial data, total	14 Over 10,000

e. Sample output

VENDEE TRACKING
Procedure # 1. TO DATE

1. List Information For Specific Vendee (Current To Date)

VENDEE FINANCIAL INFORMATION

00000		VENDEE NAME					
		04/01	05/01	06/01	07/01	08/01	09/01
		0	2,098	996	0	1,792	0
0100							
		10/01	11/01	12/01	01/02	02/02	03/02
		1,122	872	1,557	533	224	0
							TOTAL
							9,194
		04/01	05/01	06/01	07/01	08/01	09/01
		6,599	6,197	5,691	77,594	119,488	5,102
0200							
		10/01	11/01	12/01	01/02	02/02	03/02
		4,211	59,392	228	79,025	190	0
							TOTAL
							363,717
		04/01	05/01	06/01	07/01	08/01	09/01
		7,139	4,038	17,184	4,401	3,317	4,769
0300							
		10/01	11/01	12/01	01/02	02/02	03/02
		2,447	41,744	3,214	90,254	993	0
							TOTAL
							179,500
		04/01	05/01	06/01	07/01	08/01	09/01
		0	4	0	2	69	1
0600							
		10/01	11/01	12/01	01/02	02/02	03/02
		0	0	23	0	0	0
							TOTAL
							99
		04/01	05/01	06/01	07/01	08/01	09/01
		0	0	0	0	0	0
0700							
		10/01	11/01	12/01	01/02	02/02	03/02
		0	3,000	0	0	0	0
							TOTAL
							3,000

GRAND TOTAL
555,51

APPENDIX E: QUALIFICATIONS AND EXPERIENCE SUMMARY

Name

Executive Summary (1 – 2 paragraphs)

TECHNICAL EXPERTISE

Platforms:

Languages:

Technology:

Database:

Data Warehouse:

Middleware:

Protocols:

Tools:

Software:

Professional Experience: (Specific duties and experience by job and date)

Percentage of time dedicated to this project