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July 6, 2026

**VIA FOIL RECORDS ACCESS CENTER (GOVQA APPEAL PORTAL) AND
CERTIFIED MAIL**

General Counsel – FOIL Appeals
New York State Department of State
One Commerce Plaza
99 Washington Avenue
11th Floor, Suite 1120
Albany, NY 12231-0001

**Re: Appeal under Public Officers Law § 89(4)(a) and 21 NYCRR § 1401.7 — FOIL
Request No. R000654-041926: appeal from the determination of July 1, 2026 (granting in
part and denying in part) and, in the alternative, from the determination of July 2, 2026
disposing of Appeal Z000016-062126 as moot**

Dear Appeals Officer:

I appeal the Department’s July 1, 2026 determination granting in part and denying in part my April 19, 2026 FOIL request, No. R000654-041926. This appeal is timely under Public Officers Law § 89(4)(a); the July 1 determination itself advises of a thirty-day appeal right. In the alternative, and only to the extent the Department contends that its July 2, 2026 determination of Appeal Z000016-062126 already adjudicated any issue raised here, I appeal that determination as well: it decided those issues, if at all, in a single unexplained sentence, contrary to § 89(4)(a)’s command that the agency “fully explain in writing . . . the reasons for further denial.” Copies of the original request and of both determinations are enclosed (Exhibits A–C).

This appeal is narrow. It does not ask the Appeals Officer to decide any broader policy question about how New York publishes its regulations. It asks the Department to apply FOIL to the records requested: to release pricing redacted without lawful basis, to determine the categories it has never determined, and to certify what it cannot find.

I. Procedural Background

On April 19, 2026, I requested five categories of records concerning the Department’s contract with West Publishing Corporation (Thomson Reuters) for publication of the Official Compilation of Codes, Rules and Regulations of the State of New York (Contract C1001200):

(1) the contract and amendments; (2) the most recent solicitation together with vendor responses and the award determination; (3) records reflecting annual payments to or from the vendor for the most recent three fiscal years; (4) records reflecting term, expiration, renewal, and exclusivity provisions; and (5) records reflecting the Department’s procedures for providing photocopies of codes, rules and regulations to the public at not more than twenty-five cents per page under Executive Law § 102(4)(d). The request expressly asked the Department to “specify the statutory basis under Public Officers Law § 87(2) for each redaction.”

After two extensions (May 27 and June 18, 2026) and my June 21 constructive-denial appeal (Z000016-062126), the Records Access Office produced eleven PDF files on July 1, 2026, invoking Public Officers Law § 87(2)(d) (“Trade Secrets”) in a single block quotation. The response — signed only “Records Access Office,” identifying no records access officer — did not identify which records were redacted or what was withheld, provided no record-by-record justification, and was silent as to the award determination, Item 3, and Item 5. The production redacts one category of information: the “Private Rate” columns of the pricing tables attached to all six contract amendments (price increases effective January 1 of 2021 through 2026). The corresponding “State Rate” columns are unredacted.

On July 2, 2026, an unnamed “Assistant Records Appeals Officer” disposed of my June 21 appeal in three sentences, which I quote in their entirety: “You appealed the Department’s June 18, 2026 extension of its anticipated response date to July 17, 2026. I am advised that the Records Access Office provided you with responsive documents on July 1, 2026. Consequently, your appeal is moot.”

The state of the request, the Department’s response, and the relief sought here are summarized below:

Request item	DOS response	Defect	Relief requested
1. Contract & amendments	Produced; “Private Rate” columns redacted in all six amendments	§ 87(2)(d) unsupported; no particularized justification; contractor disclaimed the exemption (Contract § 32); no § 89(5) process	Unredacted amendments, in electronic form
2. Solicitation, vendor responses, award determination	RFP and West proposal produced	Award determination and evaluation records not produced; other vendor responses not identified	Produce, or certify none exist (§ 89(3)(a))
3. Payments (3 fiscal years)	No production, no denial, no certification	Silent non-determination	Produce, or certify none exist (§ 89(3)(a))
4. Term / renewal / exclusivity	Substantially produced	Context; confirm completeness (see Part IV re: related publication-rights contracts)	Confirm complete and final
5. 25¢-per-page copy procedures (Exec. Law § 102(4)(d))	No production, no denial, no certification	Silent non-determination	Produce, or certify none exist (§ 89(3)(a))

II. The July 2 Determination Resolves Nothing — Except Finality

The July 2 determination warrants close attention, because it is at present the Department's entire appellate output on the deficiencies this appeal presents.

First, it mischaracterizes what it decided. My June 21 appeal was not an appeal of “the June 18, 2026 extension.” It was an appeal from the constructive denial of the request, and it asked for five specific forms of relief: immediate rolling production; a particularized written explanation of the search, the custodians consulted, and the volume of records located; a firm, final determination date; the specific statutory exemption and particularized factual justification for any record withheld or redacted; and § 89(3)(a) certifications for any category that could not be located. The July 1 production mooted, at most, the first. The determination does not mention — much less decide — the other four. A determination that does not engage with the relief actually requested has not determined the appeal; it has renamed it.

Second, it decides nothing on independent review. Its sole operative finding is that the Appeals Officer was “advised” by the Records Access Office that “responsive documents” had been provided. The Appeals Officer thus adopted, verbatim and unexamined, the self-report of the very office whose conduct was under review — without comparing the production against the five categories of the request, and without addressing that the production redacts material under a claimed exemption, omits the award determination, and is silent as to two entire categories. “Responsive documents” is not a finding of a complete response, and it is not an adjudication of anything.

Third, the mootness rationale is untenable on its own terms. The production of some records on July 1 could not moot an appeal as to records never produced, certifications never given, and justifications never supplied. But if the Department nonetheless maintains that the July 1 production mooted the June 21 appeal in its entirety, then it has necessarily represented that the July 1 response is the Department's complete and final determination of Request R000654-041926 — in which case the June 18 projection of a July 17 completion date is a dead letter, and this appeal properly challenges that final determination on the merits now. The Department cannot hold both positions — “moot because we have responded” and “premature because we have not finished responding.” This appeal proceeds on the Department's own representation: the response is complete, and it is final.

On closely analogous facts — a constructive-denial appeal that the agency later declared “moot” in light of a subsequent substantive response — the Appellate Division has held that the agency's conduct “created an ambiguity and the impression of nonfinality,” and that such agency-created ambiguity “is resolved against the agency.” *Matter of Portfolio Media, Inc. v New York State Off. of Ct. Admin.*, 225 A.D.3d 505, 506 (1st Dept 2024). The Department's partial production, its self-declared July 17 completion date, its July 2 mootness ruling, and an appeal determination resting on second-hand advice create precisely that ambiguity here, and it is resolved against the Department.

Fourth, the determination is signed only by title, not by name. It is signed only with a title — “Assistant Records Appeals Officer, Records Appeals Office, Office of General Counsel.” The relief requested below includes identification, by name and title, of the official who made that determination and of the official who determines this one.

III. The § 87(2)(d) Redactions Are Unlawful and Must Be Released

FOIL exemptions are narrowly construed, and the agency bears the burden of demonstrating that withheld material falls squarely within an exemption. That burden appears in the text of the statute itself. Public Officers Law § 87(2) provides that a denial of access “shall not be based solely on the category or type of such record and shall be valid only when there is a particularized and specific justification for such denial.” That statutory command codifies a standard the Court of Appeals has applied for decades. *Accord Matter of Fink v. Lefkowitz*, 47 N.Y.2d 567, 571 (1979); *Matter of Capital Newspapers Div. of Hearst Corp. v. Whalen*, 69 N.Y.2d 246, 252 (1987). Under § 87(2)(d) specifically, the party seeking exemption “must present specific, persuasive evidence that disclosure will cause it to suffer a competitive injury; it cannot merely rest on a speculative conclusion that disclosure might potentially cause harm.” *Matter of Markowitz v. Serio*, 11 N.Y.3d 43, 51 (2008). Five independent grounds compel release here.

A. The Contractor disclaimed the exemption in the executed contract. Section 32 of Contract C1001200 — produced to me unredacted on July 1 — states: “The Contractor claims no exceptions from disclosure under Public Officers Law section 87(2)(d) for any materials in Exhibit 2.” Exhibit 2 is defined in Contract § 1(d) as the “Contractor’s Proposal, together with all attachments and appendices,” including the Volume III Pricing Proposal and its Attachment 1 schedule of State and Private rates. The redacted amendment tables are periodic adjustments of that same rate schedule under the formula in Exhibit 1. The Department cannot assert on the Contractor’s behalf an exemption the Contractor expressly waived in a signed instrument approved by the Attorney General and the State Comptroller. To the extent the Department contends that § 32 reaches only the original Exhibit 2 proposal and not the later amendments, the distinction does not save the redactions: a trade-secret claim protects, at most, the confidentiality of the rate structure itself, and that structure was disclosed, incorporated into the contract, and expressly de-designated. The amendments do nothing but apply the Exhibit 1 formula to the same de-designated schedule. In any event, Grounds B through E are independent of § 32, and each compels release on its own.

B. No exception was requested at the time of submission, as both § 89(5) and the Department’s own RFP require. RFP 18-ADM-11, § 5.1.5 (p. 50), required any exemption request to be in writing, to state the reasons, and to be provided at the time of submission, and warned that requests to exempt the entire contents of a proposal “have generally not been found to be meritorious and are discouraged.” The Contractor’s proposal contains no such designation — only a generic cover-page confidentiality legend of precisely the blanket type the RFP

disclaims. Even if that legend were treated as a designation, a label of confidentiality cannot create an exemption: an assertion or promise of confidentiality is “irrelevant” to whether records are exempt, because “confidentiality is relevant only when determining whether the record or a portion of it is exempt” under § 87(2). *Matter of Washington Post Co. v. New York State Ins. Dept.*, 61 N.Y.2d 557, 565 (1984). The § 89(5) exception process was therefore never invoked, and the redactions rest solely on the Department’s own initiative, subject to the full *Markowitz* burden.

C. The redacted figures are not secret: they are publicly advertised and arithmetically derivable from the Department’s own production. (i) The Department produced, unredacted, the complete 2019 Private Rate schedule (Volume III, Attachment 1; e.g., New Full Set with Binder, \$4,294.91). (ii) The Contractor’s unredacted request letters state each annual increase: 1.4% effective 2021, and 2.0% effective each of 2022 through 2026. (iii) Each redacted table displays the corresponding State Rate, which the RFP and the Contractor’s proposal (Vol. III § 3.7.1) fix at a forty percent discount from the Private Rate. The redacted 2026 Private Rates are therefore recoverable by simple arithmetic from the very pages produced: the visible 2026 State Rate of \$2,884.99 for a full set with binder yields a Private Rate of \$4,808.32 ($\$2,884.99 \div 0.6$), a figure independently confirmed by compounding the disclosed increases against the disclosed 2019 baseline ($\$4,294.91 \times 1.014 \times 1.02^5 = \$4,808.31$). (See Exhibit H, the derivation exhibit.) (iv) The Contractor openly offers NYCRR products for public sale, with prices, on its public web store (Exhibit I). Under *Matter of Encore College Bookstores v. Auxiliary Service Corp.*, 87 N.Y.2d 410 (1995), competitive injury turns on the information’s commercial value to competitors and the cost of acquiring it through other means; information that is openly advertised, contractually de-designated, and derivable in one arithmetic step from disclosed figures is neither a trade secret under the governing Restatement factors nor capable of causing substantial competitive injury. The Restatement standard applied in New York is explicit that where “there has been a voluntary disclosure . . . then any property right has evaporated.” Nor is the result different under the authority holding that a record qualifying as a true trade secret need not separately demonstrate competitive injury (*Matter of Verizon N.Y. Inc. v. New York State Pub. Serv. Commn.*, 2014 NY Slip Op 24244 [Sup. Ct., Albany County 2014]): material that the enterprise itself has contractually de-designated (§ 32), openly advertised for sale, and rendered derivable from figures the agency disclosed fails the threshold element of secrecy. Finally, during the exclusive contract term the Contractor holds the NYCRR publication franchise by the contract’s own terms (Contract § 36 — the exclusive right to publish “in all media of expression now known or hereafter developed”), and the Department has identified no actual competitive injury from disclosure of a public-facing rate schedule that is already advertised, disclosed at baseline, and arithmetically derivable from the Department’s own production.

To be clear, the derivability of the redacted figures is not a concession that relief is unnecessary. FOIL entitles a requester to the record as the agency maintains it, unredacted — not to an

arithmetic reconstruction of the requester's own making. The derivation defeats the claim of secrecy and competitive injury; it does not excuse the agency from producing the record.

D. The blanket invocation is procedurally deficient under the statute's own text. Public Officers Law § 87(2) provides in terms that "a denial of access shall not be based solely on the category or type of such record and shall be valid only when there is a particularized and specific justification for such denial." The Department's response — a single statutory block quotation for an entire eleven-document production, with no index of redactions and no per-record justification, despite my express request for the statutory basis of each redaction — does not satisfy that requirement. It is precisely the "blanket exemption" practice the Court of Appeals has held "inimical to FOIL's policy of open government." *Matter of Gould v. New York City Police Dept.*, 89 N.Y.2d 267, 275 (1996); *accord Matter of Fink v. Lefkowitz*, 47 N.Y.2d 567, 571 (1979). The Committee on Open Government, housed within this Department, has specifically advised — in the context of a § 87(2)(d) redaction of a municipal contract — that "the terms of a contract, particularly those indicating the amounts to be paid by a government agency and, therefore, the taxpayers, are outside of the considerations" underlying the exception, and that "the entirety of the contract must be disclosed." FOIL-AO-19356 (Jan. 20, 2016). That reasoning applies *a fortiori* here: if prices an agency pays with taxpayer funds are outside § 87(2)(d), then the prices individual New Yorkers must personally pay to obtain the official text of their own law lie further outside it still.

E. The Department has not identified the § 87(4) regulations under which the material was designated. Public Officers Law § 87(4)(a) requires every state agency maintaining records containing trade secrets deniable under § 87(2)(d) to promulgate regulations, in conformity with § 89(5), governing the manner of identifying such records, the custody of such records, and safeguards against unauthorized access. Please identify the regulations under which the redacted amendment pricing was designated and maintained as trade-secret material, and the designation made under them. If no such regulations or designation exist, the exemption fails on that independent procedural ground as well.

IV. The Department Has Still Not Determined Three Categories of the Request

The July 1 determination neither granted, denied, nor certified as to the following, and the July 2 determination compounded the omission by declaring the matter moot without addressing them. Silence is not a lawful disposition of a FOIL request. If no responsive records exist, I am entitled on request — and I hereby request — a certification pursuant to Public Officers Law § 89(3)(a) that the Department does not have possession of such records or that such records cannot be found after diligent search. The Department's June 18 extension projected a determination by July 17, 2026; its July 2 appeal determination nonetheless treated the July 1 response as sufficiently complete to moot a pending appeal. Accordingly, this appeal treats the July 1 response as the Department's complete and final determination as to all five categories. If the

Department contends otherwise, it must say so now, in writing, identifying what remains outstanding and the date certain by which it will be produced.

Item 2 (remainder): the award determination and evaluation records for RFP 18-ADM-11, including Proposal Review Team scoring and assessments (RFP §§ 4.1–4.2), bid tabulation, procurement recommendation memoranda, the written notice of tentative award (RFP § 3.2.1), any debriefing or protest records (RFP § 5.10), and identification of all vendor responses received. These records exist by the RFP’s own terms and are required components of the procurement record that State Finance Law § 163(9)(g) obligates agencies to maintain to document the decisions made in the procurement process.

Item 3: records reflecting annual payments to or from the Contractor for the most recent three fiscal years. If, as Contract § 35.A suggests, no payments exist in either direction under Contract C1001200, a § 89(3)(a) certification is required.

Item 5: records reflecting the Department’s procedures for providing photocopies of codes, rules and regulations to the public at not more than twenty-five cents per page under Executive Law § 102(4)(d) — a statutory duty the RFP itself reprints verbatim (RFP Exhibit 1, Citations).

Additionally identified on review of the production: the production cost schedule required by RFP § 3.7.3 to accompany the Contractor’s pricing proposal and to serve as “the basis to review any future request to increase prices.” It does not appear in the produced Volume III. Please produce it or certify its nonexistence; if it exists and was withheld without identification, its omission from the July 1 response violated § 89(3).

Additionally identified on review of public records: the Department’s separate contract or contracts with the Contractor for the “Right to Publish Copyrighted Material” relating to the NYCRR and State Register (reflected in the Comptroller’s Open Book as, e.g., X1001842 and its successor). To the extent such contracts relate to the publication of the NYCRR, they appear responsive to Items 1 and 4 (publication and exclusivity) and were neither produced nor addressed. Please produce them or certify, pursuant to § 89(3)(a), that the Department maintains no such responsive records.

V. Records of the § 89(5) Process, If Any

If the Department contends the Contractor requested an exception from disclosure for any redacted material, please identify: (a) when and in what form such request was made; (b) the justification submitted; (c) whether the Department notified the Contractor of my request and of this appeal; and (d) any written determination the Department issued. If no such request or determination exists, please state so.

VI. Relief Requested

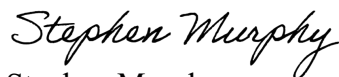
I respectfully request that, within ten business days of receipt as required by Public Officers Law § 89(4)(a), the Appeals Officer:

1. Reverse the § 87(2)(d) redactions and release unredacted copies of all six amendments (the files designated “_2_” through “_7_”), in electronic form as originally requested (see § 87(5)(a));
2. Direct production of the award determination and evaluation records, bid tabulation, procurement recommendation memoranda, notice of tentative award, debriefing or protest records, identification of all vendor responses, the production cost schedule, the Item 3 and Item 5 records, and the publication-rights contracts identified in Part IV — or provide the § 89(3)(a) certifications requested above;
3. Provide a record-by-record index of anything that remains withheld or redacted, with the specific statutory and factual basis for each, as requested in my original April 19 request;
4. Provide the § 89(5) information described in Part V and identify the § 87(4) regulations and designation described in Part III.E;
5. State expressly whether the July 1, 2026 response constitutes the Department’s complete and final determination as to all five categories of the request — the question the July 2 determination answered only by implication;
6. Identify, by name and title, the official who issued the July 2, 2026 determination of Appeal Z000016-062126 and the official determining this appeal; and
7. Transmit this appeal and the determinations appealed from to the Committee on Open Government, as § 89(4)(a) requires.

VII. Reservation of Rights

I reserve all rights, including review under CPLR Article 78 of both the July 1 and July 2, 2026 determinations — whose four-month limitations periods are now running — and recovery of litigation costs and reasonable attorney’s fees under Public Officers Law § 89(4)(c) should counsel be retained. A failure to determine this appeal within ten business days constitutes a denial under § 89(4)(b) and completes the administrative record. Any ambiguity the Department has created as to the finality of its July 1 and July 2 determinations is, under *Portfolio Media*, resolved against the Department for purposes of the limitations period.

Respectfully submitted,



Stephen Murphy

Requester, FOIL Request No. R000654-041926

Exhibit Index

Exhibit A — FOIL Request R000654-041926 (April 19, 2026)

Exhibit B — Department determination of July 1, 2026 (partial grant; § 87(2)(d) redactions)

Exhibit C — Department determination of July 2, 2026 (Appeal Z000016-062126 declared moot)

Exhibit D — Contract C1001200 excerpts: §§ 1(d), 32, 35, 36, 37

Exhibit E — RFP 18-ADM-11 excerpts: §§ 3.7.1–3.7.3, 5.1.5

Exhibit F — Contractor Proposal Vol. III, Attachment 1 (2019 rate schedule, produced unredacted)

Exhibit G — 2026 amendment pricing table, as produced (Private Rate columns redacted)

Exhibit H — Rate-Derivation Exhibit (reconstruction of the redacted figure from the Department’s own production)

Exhibit I — Thomson Reuters public web store: representative NYCRR products offered for public sale with pricing (dated capture)

Exhibit J — Department of State “Rules and Regulations” page (dated capture: the official NYCRR “is available from West Publishing”)

EXHIBIT A

FOIL Request No. R000654-041926 (April 19, 2026)

GovQA Records Access Center message history documenting the original request and the Department's two extensions (May 27 and June 18, 2026).

R000654-041926 - FOIL Records Request

Message History (5)

On 6/18/2026 11:40:00 AM, NYS DOS FOIL Records Access Center wrote:

Subject: New Message :: R000654-041926

Body:

RE: FOIL Records Request of April 19, 2026, Reference # R000654-041926

Dear Stephen Murphy,

The Department of State is currently conducting a diligent search to determine whether records responsive to your request are available. Given the need for proper review and the limited resources available at the agency, the Department needs additional time to complete the response for the following reason(s):

- We are still conducting a diligent search for responsive records.

The Department estimates the agency will complete its search for, and review of, any responsive records by July 17, 2026. We will notify you in writing if and when agency records are available for release.

Sincerely,

Records Access Office

NYS Department of State

On 5/27/2026 8:15:21 AM, NYS DOS FOIL Records Access Center wrote:

Subject: New Message :: R000654-041926

Body:

RE: FOIL Records Request of April 19, 2026, Reference # R000654-041926

Dear Stephen Murphy,

The Department of State is currently conducting a diligent search to determine whether records responsive to your request are available. Given the need for proper review and the limited resources available at the agency, the Department needs additional time to complete the response for the following reason(s):

- We are still conducting a diligent search for responsive records.

The Department estimates the agency will complete its search for, and review of, any responsive records by June 23, 2026. We will notify you in writing if and when agency records are available for release.

Sincerely,

Records Access Office

NYS Department of State

On 4/27/2026 5:02:38 PM, NYS DOS FOIL Records Access Center wrote:

Subject: Acknowledgment :: R000654-041926

Body:



RE: FOIL Records Request of April 19, 2026, Reference # R000654-041926

Dear Stephen Murphy,

The NYS Department of State received a FOIL request from you on April 19, 2026. You requested:

"Pursuant to Article 6 of the Public Officers Law, I request the following records maintained by the Department of State or its Division of Administrative Rules:

- 1. The current contract(s), and any amendments, between the Department of State (or the Division of Administrative Rules) and Thomson Reuters, West Publishing Corporation, or any affiliated entity, relating to the printing, publication, distribution, or electronic hosting of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR) pursuant to Executive Law § 102(4)(e). This request excludes OGS statewide contract PC69955 (Books, Serials, Databases and Library Resource Mgt Products), which is separately known to the requester.**
- 2. The most recent solicitation, Request for Proposals, or Invitation for Bid issued by the Department for those NYCRR publication services, together with vendor responses and the award determination.**
- 3. Records reflecting annual payments to or from the vendor under the contract(s) in item 1 for the most recent three fiscal years.**
- 4. Records reflecting the contract term, expiration date, renewal provisions, and any exclusivity or right-of-first-refusal provisions in the contract(s) in item 1.**
- 5. Records reflecting the Department's procedures for providing photocopies of codes, rules, and regulations to the public at 25¢ per page under Executive Law § 102(4)(d).**

I prefer to receive responsive records as PDFs through the Records Center (electronic). If the estimated reproduction cost exceeds \$50, please notify me in advance. If any portion is withheld, please specify the statutory basis under Public Officers Law § 87(2) for each redaction.

Please acknowledge receipt within five business days as required by § 89(3)(a)."

Your request has been forwarded to the appropriate program area(s) to identify documents that are responsive to your request and which may be made available pursuant to all applicable provisions of the Freedom of Information Law.

A determination as to whether your request is granted or denied will be reached in approximately 20 business days or we will notify you in writing if the responsible program area(s) should require additional time to locate,

assemble and review documents that may be responsive to your request.

Please note that, pursuant to Article 6 of the Public Officers Law, a charge may be applied to your request, including the actual cost of the medium used to respond to your Freedom of Information Law request and/or other related costs. When responsive records have been identified, you will be informed of any cost and how payment should be made.

Sincerely,

NYS Department of State

To monitor the progress or update this request please log into the [FOIL Records Access Center](#)



On 4/19/2026 1:44:04 AM, NYS DOS FOIL Records Access Center wrote:



Dear Stephen Murphy,

This message confirms receipt of your FOIL request. Your request was received in this office on 4/19/2026 and

given the reference number R000654-041926 for tracking purposes. You requested:

“Pursuant to Article 6 of the Public Officers Law, I request the following records maintained by the Department of State or its Division of Administrative Rules:

- 1. The current contract(s), and any amendments, between the Department of State (or the Division of Administrative Rules) and Thomson Reuters, West Publishing Corporation, or any affiliated entity, relating to the printing, publication, distribution, or electronic hosting of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR) pursuant to Executive Law § 102(4)(e). This request excludes OGS statewide contract PC69955 (Books, Serials, Databases and Library Resource Mgt Products), which is separately known to the requester.**
- 2. The most recent solicitation, Request for Proposals, or Invitation for Bid issued by the Department for those NYCRR publication services, together with vendor responses and the award determination.**
- 3. Records reflecting annual payments to or from the vendor under the contract(s) in item 1 for the most recent three fiscal years.**
- 4. Records reflecting the contract term, expiration date, renewal provisions, and any exclusivity or right-of-first-refusal provisions in the contract(s) in item 1.**
- 5. Records reflecting the Department's procedures for providing photocopies of codes, rules, and regulations to the public at 25¢ per page under Executive Law § 102(4)(d).**

I prefer to receive responsive records as PDFs through the Records Center (electronic). If the estimated reproduction cost exceeds \$50, please notify me in advance. If any portion is withheld, please specify the statutory basis under Public Officers Law § 87(2) for each redaction.

Please acknowledge receipt within five business days as required by § 89(3)(a).”

We will provide you with an acknowledgment letter within 5 business days.

Sincerely,

NYS Department of State

To monitor the progress or update this request please log into the [FOIL Records Access Center](#).



On 4/19/2026 1:43:59 AM, Stephen Murphy wrote:

Request Created on Public Portal

EXHIBIT B

Department Determination of July 1, 2026

Partial grant and partial denial; Public Officers Law § 87(2)(d) “Trade Secrets” redactions, as transmitted through the GovQA Records Access Center.

R000654-041926 - FOIL Records Request

Message History (7)

On 7/1/2026 4:47:00 PM, NYS DOS FOIL Records Access Center wrote:

Subject: New Message :: R000654-041926

Body:

RE: FOIL Records Request of April 19, 2026, Reference # R000654-041926

Dear Stephen Murphy,

The NYS Department of State received a FOIL request from you on April 19, 2026. You requested:

"Pursuant to Article 6 of the Public Officers Law, I request the following records maintained by the Department of State or its Division of Administrative Rules:

- 1. The current contract(s), and any amendments, between the Department of State (or the Division of Administrative Rules) and Thomson Reuters, West Publishing Corporation, or any affiliated entity, relating to the printing, publication, distribution, or electronic hosting of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR) pursuant to Executive Law § 102(4)(e). This request excludes OGS statewide contract PC69955 (Books, Serials, Databases and Library Resource Mgt Products), which is separately known to the requester.**
- 2. The most recent solicitation, Request for Proposals, or Invitation for Bid issued by the Department for those NYCRR publication services, together with vendor responses and the award determination.**
- 3. Records reflecting annual payments to or from the vendor under the contract(s) in item 1 for the most recent three fiscal years.**
- 4. Records reflecting the contract term, expiration date, renewal provisions, and any exclusivity or right-of-first-refusal provisions in the contract(s) in item 1.**
- 5. Records reflecting the Department's procedures for providing photocopies of codes, rules, and regulations to the public at 25¢ per page under Executive Law § 102(4)(d).**

I prefer to receive responsive records as PDFs through the Records Center (electronic). If the estimated reproduction cost exceeds \$50, please notify me in advance. If any portion is withheld, please specify the statutory basis under Public Officers Law § 87(2) for each redaction.

Please acknowledge receipt within five business days as required by § 89(3)(a)."

The Department of State is granting your request in part with redactions for the following reason:

Trade Secrets

Records or portions of records that respond to your request are exempt from production pursuant to Public Officers Law §87(2)(d) because they contain "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from commercial enterprise and which if disclosed, would cause substantial injury to the competitive position of the subject enterprise."

The Department of State has reviewed its files and has located responsive records to your request. Please log in to the FOIL Records Access Center at the following link to retrieve the responsive records.

FOIL Records Request - R000654-041926

Pursuant to Public Officers Law §89(4)(a) you have 30 days to submit a written appeal of this determination to:

Department of State FOIL Appeals Officer
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231

Sincerely,

Records Access Office

NYS Department of State

On 6/21/2026 4:08:57 PM, Stephen Murphy wrote:

Re: FOIL Request R000654-041926 — request for rolling production; no consent to further extension

I'm writing about the status of this request, submitted April 19, 2026. The Department acknowledged it on April 27, extended the response date to June 23 on May 27, and on June 18 extended it again to July 17 — each time citing only a continuing "diligent search" and "limited resources." No records have been produced, and no part of the request has been granted or denied.

This is a discrete, itemized request for specific contract, procurement, payment, and procedure records — not a broad request for "all records" on a subject. The core records are readily identifiable: the State's own Open Book New York database publicly lists the responsive publication contract between the Department and West Publishing Corporation as Contract No. C1001200. Under Public Officers Law § 89(3)(a), an agency may not defer disclosure because locating or reviewing records is burdensome or staffing is limited where an outside professional service could provide the needed services — and where records are readily retrievable, there is no basis for delay.

I do not consent to any further extension. I ask that the Department produce the readily available, non-exempt records now, on a rolling basis — beginning with the executed contract(s) and amendments (including C1001200), the award determination, the payment records, and the § 102(4)(d) photocopy procedures — without waiting to finish reviewing any other category. If review of the vendor proposals is causing the delay, I consent to processing those separately so they don't hold up the rest.

I am also filing an administrative appeal from the constructive denial of this request. Producing the readily available records now would resolve most of it.

EXHIBIT C

Department Determination of July 2, 2026

Disposition of Appeal Z000016-062126 as moot.

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
[HTTPS://DOS.NY.GOV](https://dos.ny.gov)

KATHY HOCHUL
GOVERNOR
WALTER T. MOSLEY
SECRETARY OF STATE

July 2, 2026

Stephen Murphy

Via: GovQA Records Access Center

RE: Response to FOIL Appeal Request
FOIL Request Reference #: R000654-041926
FOIL Appeal Reference #: Z000016-062126

Dear Stephen Murphy,

The New York Department of State received your appeal, dated June 21, 2026, concerning your April 19, 2026 request for records made pursuant to the Freedom of Information Law (FOIL).

You appealed the Department's June 18, 2026 extension of its anticipated response date to July 17, 2026.

I am advised that the Records Access Office provided you with responsive documents on July 1, 2026. Consequently, your appeal is moot.

Sincerely,

Assistant Records Appeals Officer
Records Appeals Office
Office of General Counsel

c. Committee on Open Government

EXHIBIT D

Contract C1001200 — Excerpts

§ 1(d) (definition of Exhibit 2 / Contractor's Proposal); § 32 (Trade Secrets — “Contractor claims no exceptions from disclosure under § 87(2)(d)”; § 35 (No Cost); § 36 (Exclusive Publisher); § 37 (Copyright).

VENDOR CONTRACT AGREEMENT
NYS DEPARTMENT OF STATE

CONTRACT NO. C1001200

THIS IS AN AGREEMENT made by and between the NEW YORK STATE DEPARTMENT OF STATE, 99 Washington Avenue, One Commerce Plaza, Albany, NY 12231 ("Department") and WEST PUBLISHING CORPORATION, 610 Opperman Drive, Eagan MN 55123, Vendor Number 1000004857 ("Contractor"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Department by Request for Proposal 18-ADM-11 formally requested the submission of proposals to support and enhance the production and distribution of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR) the New York State Register, and certain other items specified in the Request for Proposal, and

WHEREAS, the Contractor in response has submitted a proposal and demonstrated the willingness and ability to provide the services, and

WHEREAS, the Department has evaluated the proposal and selected the Contractor in accordance with the terms and conditions of the Request for Proposal,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Entirety of Agreement.

This Contract consists of the following elements:

- a. the body of this Contract (*i.e.*, that portion preceding the signatures of the Parties in execution), including any amendments;
- b. Appendix A, "Standard Clauses for all New York State Contracts," as revised January 2014;
- c. Exhibit 1, the Request for Proposal (Proposal Identification 18-ADM-11) issued by the Department on April 2, 2019 attached thereto and made a part hereof; and
- d. Exhibit 2, Contractor's Proposal, together with all attachments and appendices, submitted to the Department and opened on May 22, 2019, attached hereto and made a part hereof.

2. Order of Precedence.

In the event of any inconsistency or conflict in the interpretation among the provisions of this Contract, the conflict shall be resolved by giving precedence to the elements in the following order:

- a. Appendix A;
- b. Appendix X;
- c. the body of the Contract;
- d. Exhibit 1 (Request for Proposal);
- e. Exhibit 2 (Contractor's Proposal).

3. The Work.

The Contractor shall perform the work as specified in Exhibit 1.

4. Performance.

The Contractor shall perform all services in accordance with the provisions of this Contract, applicable Federal, state, and local laws, rules and regulations, and, where applicable, operating certificates for facilities or required licenses and permits. This Contract shall be performed at no cost to the State of New York or this Department. The failure of the Department at any time to require performance of any provision or provisions of this Contract by the Contractor shall in no manner affect the Department's right to enforce the provision(s) at a later time.

5. Contract Period.

This Contract shall commence on the date the Contract is fully executed by all parties on October 1, 2019, and shall continue until September 30, 2024. Unless sooner terminated in accordance with the provisions of this Contract, the contract period shall last five (5) years. The term of the Contract may be extended once for a five-year period, upon mutual consent of both parties and with the approval of the State Comptroller.

Jsw
JH

6. Independent Contractor.

30. Secure Data Disposal.

Upon notice by the Department, the Contractor shall destroy data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according ITS Policy S13-003 Sanitization/Secure Disposal or successor and S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to the State, shall be provided by the Contractor to the Department.

31. Problem Resolution.

All correspondence required under this Contract shall be transmitted to representatives of each Party as follows:

For the Department:

Jane Hamm, Director
Division of Administrative Rules
NYS Department of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231
Jane.hamm@dos.ny.gov
518-474-6785

For the Contractor:

John Nelson
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123
John.s.nelson@thomsonreuters.com
651-687-4406

32. Trade Secrets.

The Contractor claims no exceptions from disclosure under Public Officers Law section 87(2)(d) for any materials in Exhibit 2.

33. Internal Processes.

The Contractor, without the prior approval of the Department or without the necessity of amending this Contract, may make changes to its internal processes applicable to the work to be performed pursuant to this Contract (including, without

limitation, reallocating personnel and acquiring and disposing of equipment and property), that do not materially adversely affect the Contractor's performance of the work under this Contract (notwithstanding the identification in Exhibit 2 of persons proposed to be assigned to the work, real or personal property to be used in the performance of the work, or other internal processes applicable to the work). The Contractor shall make no changes in the form or style of the work without consultation with and consent of the Department.

34. Time for Performance.

The schedules and timelines in Exhibit 2 will require the Contractor to commence work on meeting its obligations under this Contract on the October 1, 2019 Contract start date.

35.

A. No Cost Contract

There is no cost to NYS associated with this contract.

JS
10/9/19

B. Legislative Mandates.

The Parties agree that in the event any future legislative mandate substantially increases the Contractor's costs in preparing, publishing, or distributing the work, the Contractor shall have the right to petition the Department for consent to increase pricing (effective upon the distribution of any supplementation required to comply with such legislative mandate), in addition to its right to increase pricing as set forth in Exhibit 1.

The Parties agree that the immediately preceding sentence pertains exclusively to potential future cost increases that may be passed on by West to state and private product subscribers as a result of potential future legislative mandates impacting Contractor's cost for providing same. As such, any subscriber cost increases pursuant to this Contract would not change New York State's characterization of this Contract as a "no cost" Contract.

JS
10/9/19

36. Exclusive Publisher.

a. The Department grants to the Contractor during the term of this contract the exclusive right to prepare, publish, and distribute the Official Compilation of Codes, Rules and Regulations of the State of New York in whole or in part, in all media of expression now known or hereafter developed. In furtherance thereof, the Department shall not license to any third party the use of the master electronic tape or any other electronic media of the Official Compilation of Codes, Rules and Regulations of the State of New York for commercial purposes. This shall not be construed to impair any right or duty of the Secretary of State as custodian of the records in the Department nor to prevent certification of such records, including the master compilation of codes, rules and regulations (as referenced in Executive Law section 102) or any portion thereof.

b. In addition, the Department grants to the Contractor during the term of this contract the exclusive right to reprint, reproduce, distribute, and market portions and/or compilations of portions of the Official Compilation of Codes, Rules and Regulations of the State of New York (customarily known as spin-off or slice products), provided the Department will be permitted,

from time to time, to receive copies of and review such products for accuracy. In furtherance thereof, the Contractor shall have the right to transfer or license such right to reprint, reproduce, distribute and market portions and or compilations of portions of the Official Compilation of Codes, Rules and Regulations of the State of New York to any affiliate of the Contractor.

37. Copyright.

- a. The Contractor shall make good faith efforts to secure a copyright for all material in the NYCRR. The copyright for the annotations and other editorial work of the Contractor shall be in the name of the Contractor. The copyright for all other copyrightable material shall be in the name of the Secretary of State for the benefit of the People of the State of New York.
- b. In furtherance of the rights granted to the Contractor hereunder, in the event a third party publishes a compilation of the codes, rules, and regulations of the State of New York, or takes any action related thereto, the Department agrees to cooperate with the Contractor in connection with bringing a claim for copyright infringement against such third party.
- c. To assure continuity of the NYCRR, the Contractor hereby grants to the Secretary of State a license to use the annotations and other editorial works of the Contractor for the duration of the copyright period. This license is limited to the NYCRR and does not extend to any other use of the copyrighted material. The Secretary may assign this license to any future contractor who publishes the NYCRR upon termination of this Contract.

38. Key Personnel

- a. Each party will be responsible for the supervision, direction, control, and compensation of their respective personnel.
- b. All employees, subcontractors or agents performing work must meet or exceed the technical or other qualifications set forth in this RFP. Contractor acknowledges that the skill and experience of personnel to be assigned to the scope of work set forth in this RFP is a material element in executing the Contract. The Department must be notified of any changes in key personnel that may take place during the course of the contract.
- c. The Department may refuse access to or request replacement of any individual if such individual renders, in the sole judgment of the Department, inadequate or unacceptable performance of services, or for any other reason the Department finds such individual does not meet the security or responsibility requirements of the State. Upon notification from the Department, the Contractor shall work with the Department to resolve any staffing concerns that the Department may have. The replacement must possess comparable skills and experience as the person replaced.

EXHIBIT E

RFP No. 18-ADM-11 — Excerpts

§§ 3.7.1–3.7.3 (State Agency Discount; Detailed Pricing Schedule; Price Increases)
and § 5.1.5 (Freedom of Information Law).

Key Personnel. Each party will be responsible for the supervision, direction, control, and compensation of their respective personnel.

DOS must approve all key personnel assigned to provide services. All employees, subcontractors or agents performing work must meet or exceed the technical or other qualifications set forth in this RFP. Such approvals shall not relieve the Proposer of the obligation to perform all work in compliance with the terms of this RFP. Proposer acknowledges that the skill and experience of personnel to be assigned to the scope of work set forth in this RFP is a material element in executing the Contract. DOS must be notified of any changes in key personnel that may take place during the course of the contract.

DOS may refuse access to or require replacement of any individual if such individual renders, in the sole judgment of DOS, inadequate or unacceptable performance of services, or for any other reason DOS finds such individual does not meet the security or responsibility requirements of the State. Contractor shall replace such individual within 15 business days of receipt of written notice from DOS. The replacement must possess comparable skills and experience as the person replaced.

3.6.7 Training

The Proposer shall provide an overview of its approach to providing training for system administrators/technicians and end-users as outlined in Section 2.2.4 – *Install and Maintain a Content Management System*.

3.6.8 Maintenance and Support

The Proposer shall describe its approach to providing the required maintenance and support services described in Section 2.2.4 – *Install and Maintain a Content Management System*.

3.7 Pricing Proposal for the NYCRR

The Proposer shall establish prices for the work described in Section 2 – *Scope of Work* and will submit those prices using the form provided in Attachment 1 – *Pricing Proposal*.

Proposals may include a change in size and/or format that could affect the number of pages in a volume or Title, the number of volumes in the full-set official NYCRR, etc. (see Section 2 – *Scope of Work*).

3.7.1 State Agency Discount

As required under Section 2 – *Scope of Work*, State Agencies shall receive a discount of at least 40 percent off the purchase and annual supplementation prices for the official NYCRR volume(s) containing the requesting agency's rules which includes the cost of postage.

3.7.2 Detailed Pricing Schedule

Provide a detailed pricing schedule as outlined in Attachment 1 – *Pricing Proposal*. Clearly label each page “PRICING SCHEDULE, PAGE ___ OF ___.” Prices provided on the Pricing Schedule submitted with the proposal shall be the prices that the firm will implement if selected as the successful Contractor. Prices shall be for binders and volumes and for annual subscriptions of semi-monthly supplementation commencing once the system is found to be acceptable by DOS.

If your firm is selected as the successful Contractor, the prices provided in response to this section shall be prices upon which any future request for a price increase will be based. Price increases will be considered in accordance with Section 3.7.3 – *Price Increases* of this RFP. Future price increases will NOT be considered if the prices established in the original Pricing Schedule were too low to adequately cover all costs related to production and distribution.

3.7.3 Price Increases

All specific rates of pay shown in Attachment 1 – *Pricing Proposal* are eligible for rate adjustments. They may be adjusted annually by the lower of either the percent change for the Producer Price Index (PPI) – Publication, printed matter and printing material (as calculated by the U.S. Department of Labor - Bureau of Labor Statistics) for the most recent final month, or 2.0 percent, all subject to current market conditions. If at any time the above Index Series ID is discontinued or becomes unavailable, DOS reserves the right to implement a comparable Index.

Price adjustments using the PPI involve changing the rates of pay shown in Attachment 1 – *Pricing Proposal* by the percent change in the level of the PPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the PPI for 14 months prior to the current date and subtract this figure from the PPI value for the 2nd month prior to the current date. (e.g., if the current date is November, use the August PPI for last year and the August PPI for this year). That result is then divided by the PPI value for 14 months prior to the current date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to the current contract rates, effective on the latter of the anniversary date or upon notification by DOS.

The following illustrates the computation of percent change:

PPI for current period	136.0
Less PPI for previous period	(-) 133.0
Equals index point change	= 3.0
Divided by previous period PPI	÷ 133.0
Equals	= 0.0225
Result multiplied by 100	= 0.0225 x 100

NYS Department of State
REQUEST FOR PROPOSAL 18-ADM-11

Equals percent change = 2.25%

The Contractor may not increase pricing without the written consent of the DOS and the approval of the Comptroller. Written requests must be received by the Director of DOS-DAR by November 1st for possible increases to become effective on January 1st of the following year. Such requests shall be limited to one per calendar year and shall include documentation sufficient to demonstrate a need for the requested price change(s). Price changes will only be allowed to cover actual, demonstrated cost increases and will not be approved because the original proposal was too low to cover costs.

Proposals shall include a production cost schedule sufficiently detailed to explain the cost assumptions and methodologies used to develop all prices established in the pricing schedule. The production cost schedule will not be reviewed for proposal evaluation purposes; it will be used solely as the basis to review any future request to increase prices in the event the Proposer becomes the Contractor. Therefore, it is imperative that the production cost schedule be as thorough, accurate and complete as possible in order to provide a clear description of the cost assumptions used in developing the pricing schedule.

NYS Department of State
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survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors becomes aware during the course of performing services for DOS shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- (1) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (2) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- (3) information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall hold the State harmless from any loss or damage resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such confidential information.

A Mutual Non-Disclosure Agreement shall be submitted at the time of contract execution. A sample agreement is provided as *Attachment 8 Sample Mutual Non-Disclosure Agreement*.

5.1.5 Freedom of Information Law

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information, the disclosure of which would cause substantial injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXEMPT SUCH INFORMATION FROM DISCLOSURE**. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD

EXHIBIT F

Contractor Proposal, Volume III — Attachment 1

2019 rate schedule showing State and Private rates (e.g., New Full Set with Binder, Private Rate \$4,294.91), produced unredacted.

**NYS Department of State
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Attachment 1 Pricing Proposal

Item	State Rate	Estimated Quantities	Private Rate	Estimated Quantities*	Total (Column B x Column C) + (Column D x Column E)
Full Set Sale					
New Full Set with Binder	\$ 2,576.95	130	\$ 4,294.91	130	\$893,341.80
New Full Set without Binder	\$ 2,073.70	65	\$ 3,456.17	65	\$359,441.55
Annual Supplementation (Full Set)	\$ 874.73	130	\$ 1,457.88	130	\$303,239.30
Partial Unit Sale with Binder					
1st Volume	\$ 39.51	50	\$ 65.85	100	\$ 8,560.50
2nd Volume	\$ 79.02	50	\$ 131.70	100	\$ 17,121.00
3rd Volume	\$ 118.53	50	\$ 197.55	100	\$ 25,681.50
4th Volume	\$ 158.04	50	\$ 263.40	100	\$ 34,242.00
5th Volume	\$ 197.55	50	\$ 329.25	100	\$ 42,802.50
6th Volume	\$ 237.06	50	\$ 395.10	100	\$ 51,363.00
7th Volume	\$ 276.57	50	\$ 460.95	100	\$ 59,923.50
8th Volume	\$ 316.08	50	\$ 526.80	100	\$ 68,484.00
9th Volume	\$ 355.59	50	\$ 592.65	100	\$ 77,044.50
10th Volume	\$ 395.10	50	\$ 658.50	100	\$ 85,605.00
11th Volume	\$ 434.61	50	\$ 724.35	100	\$ 94,165.50
12th Volume	\$ 474.12	50	\$ 790.20	100	\$102,726.00
13th Volume	\$ 513.63	50	\$ 856.05	100	\$111,286.50
14th Volume	\$ 553.14	50	\$ 921.90	100	\$119,847.00
15th Volume	\$ 592.65	50	\$ 987.75	100	\$128,407.50
16th Volume	\$ 632.16	50	\$ 1,053.60	100	\$136,968.00
17th Volume	\$ 671.67	50	\$ 1,119.45	100	\$145,528.50

* The estimated quantities are for bid purposes only and are no guarantee of work under this contract.

**NYS Department of State
REQUEST FOR PROPOSAL 18-ADM-11**

Item	State Rate	Estimated Quantities	Private Rate	Estimated Quantities*	Total (Column B x Column C) + (Column D x Column E)
Partial Unit Sale without Binder					
1st Volume	\$ 25.22	50	\$ 42.03	100	\$ 5,464.00
2nd Volume	\$ 50.43	50	\$ 84.05	100	\$ 10,926.50
3rd Volume	\$ 75.65	50	\$ 126.08	100	\$ 16,390.50
4th Volume	\$ 100.87	50	\$ 168.11	100	\$ 21,854.50
5th Volume	\$ 126.08	50	\$ 210.14	100	\$ 27,318.00
6th Volume	\$ 151.30	50	\$ 252.16	100	\$ 32,781.00
7th Volume	\$ 176.51	50	\$ 294.19	100	\$ 38,244.50
8th Volume	\$ 201.73	50	\$ 336.22	100	\$ 43,708.50
9th Volume	\$ 226.95	50	\$ 378.24	100	\$ 49,171.50
10th Volume	\$ 252.16	50	\$ 420.27	100	\$ 54,635.00
11th Volume	\$ 277.38	50	\$ 462.30	100	\$ 60,099.00
12th Volume	\$ 302.60	50	\$ 504.33	100	\$ 65,563.00
13th Volume	\$ 327.81	50	\$ 546.35	100	\$ 71,025.50
14th Volume	\$ 353.03	50	\$ 588.38	100	\$ 76,489.50
15th Volume	\$ 378.24	50	\$ 630.41	100	\$ 81,953.00
16th Volume	\$ 403.46	50	\$ 672.43	100	\$ 87,416.00
17th Volume	\$ 428.68	50	\$ 714.46	100	\$ 92,880.00
Annual Supplementation (per volume)	\$ 39.51	50	\$ 65.85	100	\$ 8,560.50
Price Per Binder	\$ 9.00	25	\$ 15.00	50	\$ 975.00

* The estimated quantities are for bid purposes only and are no guarantee of work under this contract.

EXHIBIT G

2026 Amendment Pricing Table (as produced)

“NYCRR Pricing Effective 1-1-26” — State Rate column visible (New Full Set with Binder \$2,884.99); Private Rate columns redacted. From the executed price increase of Dec. 29, 2025 (file “_7_”).

NYCRR PRICING EFFECTIVE 1-1-26

	State Rate	Private Rate
Full Set Sale		
New Full Set with Binder	\$2,884.99	
New Full Set without Binder	\$2,321.59	
Annual Supplementation (Full Set)	\$979.28	
Partial Unit Sale with Binder		
Per Volume	\$44.21	
Partial Unit Sale without Binder		
Per Volume	\$28.20	
Annual Supplementation (per volume)	\$44.21	
Price Per Binder	\$10.05	

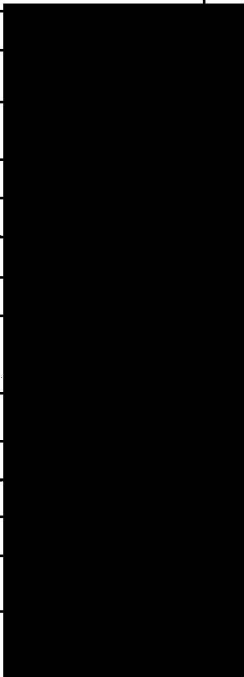


EXHIBIT H

Rate-Derivation Exhibit

Reconstruction of the redacted 2026 Private Rate from the Department's own unredacted production (two independent methods agree to within one cent).

EXHIBIT H

Rate-Derivation Exhibit — Reconstruction of the Redacted Figure from the Department's Own Production

FOIL Request No. R000654-041926 — Appeal from Determinations of July 1 and July 2, 2026

The Department redacted the “Private Rate” columns of the pricing table effective January 1, 2026 (produced July 1, 2026, file “_7__C1001200_Executed_Price_Increase_12.29.25_R.pdf”) as a trade secret under Public Officers Law § 87(2)(d). The redacted figure is recoverable, two independent ways, from material the Department itself produced unredacted in the same response:

Method A — same-page ratio.

Visible 2026 State Rate, New Full Set with Binder (same table, unredacted column):
\$2,884.99

Contract/RFP: State agencies receive a 40% discount — the State Rate is 60% of the Private Rate (RFP § 2 Scope; Proposal Vol. III § 3.7.1, produced unredacted).

Private Rate = $\$2,884.99 \div 0.60 = \$4,808.32$

Method B — disclosed baseline × disclosed increases.

2019 Private Rate, New Full Set with Binder (Proposal Vol. III, Attachment 1, produced unredacted): \$4,294.91

Annual increases stated in the Contractor's unredacted request letters: +1.4% (effective 2021); +2.0% (effective each of 2022, 2023, 2024, 2025, 2026).

$\$4,294.91 \times 1.014 \times 1.02^5 = \$4,808.31$

The two methods agree to within one cent. The redaction conceals a figure derivable in one arithmetic step from the unredacted column of the very page on which it appears. This demonstrates that the withheld figures are not secret and that their disclosure cannot cause “substantial injury to the competitive position” of the Contractor (Public Officers Law § 87(2)(d); *Matter of Encore College Bookstores v. Auxiliary Service Corp.*, 87 N.Y.2d 410 [1995]). It is not a substitute for production: FOIL entitles the requester to the record as the agency maintains it, unredacted.

EXHIBIT I

Thomson Reuters Public Web Store — NYCRR Product Listing

“New York Code Rules and Regulations Index A” (product #14015827) offered for public sale at \$72.24 — live capture July 6, 2026, followed by the dated July 3, 2026 visual capture.

FOIL Request No. R000654-041926 — Appeal from Determinations of July 1 and July 2, 2026

Source URL: <https://store.legal.thomsonreuters.com/en-us/products/ny-code-rules-and-regulations-index-a-full-set-14015827>

SHA-256 of July 3 capture: 9b000849813d4220534dc920d793af09751698783713db1749bc3df9855b6bc5

EXHIBIT I — Thomson Reuters public web store: live capture

URL: <https://store.legal.thomsonreuters.com/en-us/products/ny-code-rules-and-regulations-index-a-full-set-14015827>

Retrieved: July 6, 2026 | Breadcrumb on page: Home > All Products > General practice > New York Code Rules and Regulations Index A

New York Code Rules and Regulations Index A

Page meta-description (Thomson Reuters): “The index for the official text of New York Codes, Rules, and Regulations (NYCRR).”

\$72.24 USD

(one-time purchase) • also offered at **\$72.24 / year + updates** under “Smart Saver – Automatic Print Updates”)

Price (one-time purchase)	\$72.24 now
Price (annual subscription)	\$72.24 per year + updates at future price (“Smart Saver”, 20–30% loyalty discount on updates)
Availability	In stock
Shipping / delivery	Free shipping to United States — Delivery: 9 July 2026 – 14 July 2026
Format	Binder/looseleaf (also offered as ProView eBook)
Publisher	Lawyers Cooperative Publishing
Service Number	14015827
Jurisdiction	New York
Update frequency	Updated annually (pocket parts)
External Product Title	NY CODE RULES AND REGULATIONS INDEX A FULL SET

Product description (Thomson Reuters): “This component of the New York Codes, Rules, and Regulations (NYCRR) contains Index A (codes 4263 and 4265). Enhancements to the text volumes include historical notes and effective dates, as well as updated case notes explaining how courts and administrative [agencies...].”

product was independently captured on July 3, 2026 (visual capture follows, with SHA-256 recorded on the exhibit cover). Thomson Reuters is the parent of West Publishing Corporation; “Lawyers Cooperative Publishing” is a retired West/Thomson Reuters imprint. This exhibit is offered to show that the Contractor openly offers NYCRR products for public sale, with prices — supporting Ground C of the appeal (the redacted figures are not secret).

New York Code Rules and Regulations Index A



New York Code Rules and Regulations Index A

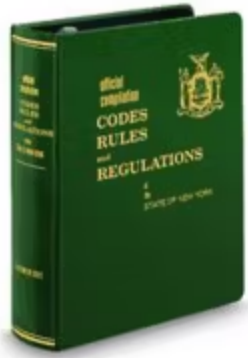


EXHIBIT J

Department of State “Rules and Regulations” Web Page

Dated capture (July 3, 2026). States the posted text “is not the official version,” may not “be read into evidence,” and that “The Official NYCRR is available from West Publishing” (see page 2).



Department of State
(/)



[Existing Corporations and Businesses \(/existing-corporations-and-businesses\)](#)

Rules and Regulations

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Title 19, Chapter IV, Division of Corporations

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Part 150. FILING CERTIFICATES (Statutory authority: Executive Law, §91)

§ 150.1 Document size and backer.

All paper documents offered for filing must include a backer, there on which appears the exact title of the document and the name and address of the filer. The backer for documents related to an entity currently on file with the division must include the Department of State identification number assigned to the entity. Documents on paper shall be no larger than 8 1/2 inches by 11 inches. Documents not on paper, where allowed, shall be of a size and in a medium consistent with the technology used by the Department of State to receive, make, and retain the resulting record. Title on the backer must be consistent with the content of the document.