

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

Request For Proposal (RFP) No. 18-ADM-11

The State of New York Department of State
Printing and Distribution of the NYCRR and State Register

April 2019

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

NYS Department of State, Division of Administrative Rules
Production and Marketing of the Official Compilation of Codes, Rules and Regulations and Weekly Register

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1 GENERAL INFORMATION

This Request for Proposal (RFP) is issued by the State of New York, acting by and through the Department of State (DOS) and its Division of Administrative Rules (DAR).

1.1 Contact Information

This RFP is subject to and shall be conducted in accordance with DOS Procurement Integrity Procedures described in Section 5.8 and included as part of Appendix A, which prohibits a Proposer from exerting or attempting to exert any improper influence relating to its proposal. *Improper influence* means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal including, but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law, sections 73 and 74.

Catherine Traina is the designated contact person regarding this RFP from the release date until the contract award is final. All inquiries concerning this RFP should be addressed to Catherine Traina at:

NYS Department of State
Bureau of Fiscal Management
One Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231-0001
Catherine.Traina@dos.ny.gov

Catherine Traina is the sole authorized contact person for DOS for this RFP from the release date of this RFP until the contract award is final and approved by the Office of the State Comptroller (Comptroller). No proposer-initiated contact with any State official shall be permitted regarding this RFP, except as provided for by State Finance Law, section 139-j(3). This prohibition includes, but is not limited to, any lobbying of individuals considered to have any influence over proposal evaluation and selection. Violation of this provision may be grounds for disqualification.

Questions and requests for clarification are only accepted via e-mail or in writing and should be directed to the individual and office provided in this section.

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1.2 Project Timeline

Schedule of Pertinent Dates (Hours refer to Eastern Time: ET)

| | |
|---------------------|---------------------------|
| Release date: | April 2, 2019 |
| Questions Deadline: | April 22, 2019 |
| Responses Posted: | May 2, 2019 |
| Proposal Due Date: | May 22, 2019 by 4:00 p.m. |

Proposals will not be opened publicly

Proposals must be received no later than the due date listed above. Proposals must be submitted in hard copy format only to the following address:

**New York State
Department of State
Bureau of Fiscal Management
Attn: Catherine Traina
Bid For RFP NO. 18-ADM-11
One Commerce Plaza, Suite 1110
Albany, NY 12231**

Proposals submitted by e-mail or facsimile will not be reviewed.

1.3 Overview

DOS is soliciting proposals **at no cost to the State of New York** for:

1. production and marketing of the Official Compilation of the New York Codes, Rules and Regulations (NYCRR) and its supplementation including a content management system;
2. support and production of the weekly State Register (Register) including print and subscription services;
3. related tracking systems for NYCRR and Register;
4. development of a disaster recovery system for all services covered under this RFP; and
5. provision of online access at no cost to the general public of an unofficial version of the NYCRR and each issue of the Register.

As a result of this RFP, DOS expects to receive and evaluate proposals and to select and enter into a contract with the Proposer offering the products and services that best meet DOS's requirements and qualifications as stated in this RFP.

The NYCRR is the printed compilation produced by and for the Secretary of State (Secretary) containing official text of New York State rules and regulations. Only printed official NYCRR pages, or certifications of such pages provided by DOS, may be read into evidence in a court of law.

DOS shall give the ability to produce and market print and electronic by-products drawn from the system which is to be created in response to this RFP with written approval from the Secretary and at no cost to the State of New York. The NYCRR and all print and electronic by-products produced by or on behalf of the Contractor from the system which is to be developed under the Contract shall contain a statement to be provided by DOS to inform readers that the material has been drawn directly from the official NYCRR and Register database. **The Contractor shall retain the revenues derived from the sale of products and subscriptions to be created under the provisions of the Contract, with the exception of the Register.**

DOS has a responsibility to preserve the right of government and the public to have reasonable access to the NYCRR and the Register. DOS also has a responsibility to ensure the accuracy of content and timeliness of distribution. DOS-DAR will continue to be the official filing point for all State agencies' rules. DOS-DAR staff will use the tracking/recordkeeping database (TRD) and content management system, which is to be developed and provided by the Contractor, to monitor agency rule making actions and to verify the accuracy of updates to the system. The internet will be utilized by State agencies for submissions to DOS.

Division Overview

This Section is presented to describe current rule making functions and DOS-DAR production processes. Statutory changes as a result of actions by the Legislature, and DOS procedural and regulatory changes may impact rule making functions. The

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Contractor will be required to modify functionality over the term of the Contract in accordance with such legislative or DOS action; proposal responses should incorporate such possibilities at no cost to the State.

A. Rule Making in New York

DOS-DAR is charged with receiving and publishing all proposed new and amended rules and regulations and other material. DOS-DAR must meet strict weekly production deadlines for publication of rule making notices in the Register, and comply with publication provisions of New York State law including, but not limited to, the State Administrative Procedure Act (SAPA).

B. State Agency Submissions

Agencies electronically file notices using electronic forms, with attachments. Information from the notice(s) and attachments are published in the Register. A notice, among other things, identifies and describes rule making actions being taken, and specifies the NYCRR section(s) being added, amended, renumbered or repealed.

Rule making agencies, as part of a submission, access a library of forms, instructions and the submission portal via the DOS website (www.dos.ny.gov/info/register.htm). Submissions may contain rule text in both MS Word format and as a part of an attached PDF.

C. The Register

The Register must be published weekly on Wednesday. A weekly filing period runs from each Wednesday to the following Tuesday. A submission received during such filing period appears in the Register dated 15 days after the Tuesday deadline. DOS-DAR staff has one week to process each Register and the Contractor has one week for its printing and distribution. State holidays or exceptional occurrences may alter this schedule.

The Register's publication date is vital to agency scheduling. SAPA sets forth guidelines for the rule making process.

Quarterly Index (QI). The QI is printed as a supplement to the Register four times a year. The QI is a cumulative account of all rule making activity, including rules proposed, revised, adopted and expired.

Proclamation. A Proclamation Dissolving Stock Corporations is printed as a supplement to the Register up to four times a year. Each Proclamation consists of a hard copy printout of computer-generated lists.

Printing and Distribution. Annual subscriptions are sold by DOS for the statutory fee of \$80 for first class (25 currently) and \$40 for periodical (157 currently) subscriptions. A subscription includes all regular weekly issues and the four QI issues; individual copies are sold for \$1.50 each. In addition, subscriptions are provided to Rule Making Agencies, State legislators, specified local government offices, including all county

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clerks, and libraries designated by the NYS Education Department at no cost. The current print run is 275 weekly Registers and Quarterly Indexes, and 65 copies for each Proclamation.

D. The NYCRR

The NYCRR is currently a 101-volume, loose-leaf publication with over 59,600 (6" x 9.25") loose-leaf pages. It is divided into 23 Titles: one for each Rule Making Agency, one for miscellaneous authorities and boards, and one for the Judiciary. A full set also includes a two-volume subject index, which is maintained by the Contractor.

Supplement Process. Two NYCRR supplements are produced each month. The first NYCRR supplement contains all items filed from the 1st through the 15th of the month; the second supplement contains all items filed from the 16th through the last day of the month. Semi-monthly supplements are comprised of new pages and replacement pages reflecting amended, repealed, created and renumbered content. Supplements averaged 580 pages per production in 2017.

Annotations/Index. The Contractor is responsible for generating a two-volume Master Index with semi-annual supplementation, as well as Annotations (Case Notes, Administrative Notes, and Table of Current Pages). Case Notes and Administrative Notes are found in a separate tabbed section at the back of each printed NYCRR volume.

Printing and Distribution. The NYCRR may be purchased as a full set or by individual volume from the Contractor. Individual volumes may be purchased with or without a binder. Shipping and handling charges are included. The purchase price includes supplementation for one calendar year from the date of purchase with subsequent annual supplementation available at a separate rate.

2 SCOPE OF WORK

For a description of current NYCRR and Register production procedures see Exhibit 10 – *Production Procedures*.

2.1 Desired Solution

The Contractor selected by DOS-DAR in response to this RFP will be responsible to:

1. produce and market the official NYCRR and its Supplementation;
2. produce annotations, master index and a table of current pages for the official NYCRR;
3. convert the current Official NYCRR to a content management system;
4. install and maintain a content management system;
5. convert and implement the tracking/recordkeeping database;
6. support production of the Register;
7. print and distribute the Register and its supplements;
8. provide an unofficial electronic version of the NYCRR and Register online at no cost to the general public;
9. develop a disaster recovery system; and
10. market other by-products from the system.

All work performed under the contract awarded as a result of this RFP must be completed to the satisfaction of DOS in accordance with the specifications and performance standards set forth in the contract. As indicated in Section 1.3 – *Overview*, statutory, regulatory and procedural changes can impact rule making functions. Proposal responses should provide assurances that the systems can and will be modified to conform to any such changes in a timely manner. DOS shall notify the Contractor in writing of all such changes and the Contractor will be required to modify performance in accordance with any such changes in a manner approved by DOS.

Unless otherwise agreed to by DOS in writing, DOS shall consider the Contractor to be the sole contact with regard to all contractual matters with respect to the performance of all deliverables set forth in this section, including but not limited to, services and the payment of any and all charges resulting from the rental, purchase, maintenance or repair of the software, system processes, databases, etc. to be utilized in order to provide access to the content management system or TRD, training and any other pertinent services performed by the Contractor.

Any deviation from the timeframes and schedules provided in the Contractor's proposal must be requested by the Contractor in writing to DOS and shall only become effective upon receipt of written approval from DOS.

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DOS-DAR will take reasonable actions to inspect and accept work, report any deficiencies and make recommendations for corrective actions as soon as practicable. At the request of DOS, the Contractor will correct all versions not limited to the official NYCRR at its expense and to the satisfaction of DOS.

2.2 Services Required

DOS plans to enter into a five-year Contract for the services described in Section 2 – *Scope of Work*. The contract will begin upon approval by the Comptroller. 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 Comptroller.

DOS-DAR will need the ability to continue to produce the NYCRR and Register in their current formats until such time as any new systems proposed by the Contractor and accepted by DOS are operational and in use. Proposals should take into account the potential need for temporary parallel systems particularly as to how dual production will impact training, installation, overall production, etc. The Proposer is required to state in its proposal how it will accommodate this need.

2.2.1 Produce and Market the Official NYCRR and its Supplementation

The Contractor will be required to begin officially printing the NYCRR supplement once the system is found to be acceptable by DOS-DAR. The Contractor shall have a maximum total of five weeks from the date of receipt to print and distribute each semi-monthly supplement.

The only rules published in the official NYCRR shall be rules accepted for filing by DOS-DAR and received by the Contractor from DOS-DAR. The body of the text of each rule must be composed in a Roman typeface; running heads and feet and subheads may be in a Sans Serif typeface. All printing must be clean and legible, with no broken letters; the density must be the same throughout the text, with no light or dark streaks.

Full-Set NYCRR. When purchasing, subscribers shall receive the following at a minimum:

- (1) all of the pages in the most up-to-date volumes available for the 23 Titles of the official NYCRR (including text pages, appendixes, tab card separators, preface/introduction, annotations, table of contents and a table of current pages or equivalent);
- (2) separate binders for each volume in the official NYCRR;
- (3) purchase price shall include boxing, handling and postage fees; and
- (4) semi-monthly supplementation to keep the volumes up-to-date for one year from the date of purchase.

Other Than a Full-Set NYCRR Unit. When purchasing, subscribers shall receive the following at a minimum:

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- (1) all of the pages in the most up-to-date (specified) unit of the official NYCRR (including text pages, appendixes, tab card separators, preface/introduction, annotations, table of contents and a table of current pages or equivalent);
- (2) purchase price shall include boxing, handling and postage fees;
- (3) semi-monthly supplementation to keep the volumes up-to-date for one year from the date of purchase; and
- (4) buyers will have the option to purchase binders at an additional cost.

Annual Supplementation. When purchasing the annual supplementation to products purchased under the full set NYCRR and other than a full set NYCRR unit, subscribers shall receive at a minimum:

- (1) all new or amended pages and tab card separators produced and distributed as the 24 semi-monthly supplements of a calendar year, filing instructions, table of contents, a table of current pages or equivalent;
- (2) purchase price shall include boxing, handling and postage fees; and
- (3) semi-monthly supplementation to keep the volumes up-to-date for one year from the date of purchase.

Minimum Publication Specifications:

- (1) Text stock. Vitality multipurpose printer paper 20# recycled offset or equal recycled stock.
- (2) Divider/guide insert sheets. 11 or 18 point manila stock, 10 percent recycled content, 10 percent post-consumer material, appropriately drilled and vinyl reinforced on left hand side.
- (3) Tab dividers:
 - (a) *General text* - 1/5th cut right hand tabs at least ½ inch, two-sided fused yellow, red or green vinyl tab;
 - (b) *Table of current pages* - center cut right hand tab at least ½ inch, two-sided fused clear vinyl tab; and
 - (c) *Annotations* - single per book lower 1/5th cut right hand tab at least ½ inch, two-sided fused orange vinyl tab.

NYCRR paper stock requirements. DOS has established that the minimum content requirement for post-consumer material content, based on fiber weight, is 30 percent for uncoated text papers and covers. The successful contractor, before beginning to officially print the NYCRR, must provide proof of the paper content in one of the following ways:

- (1) a paper manufacturer's affidavit of recycled content for the proposed paper verifying a minimum of 30 percent post-consumer material content;

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- (2) trade publications; or
- (3) mill literature that the proposed paper complies with New York State's recycled content requirements.

Only paper meeting the above requirements will be considered unless the proposal includes justification, to DOS's satisfaction, for an alternative paper stock. Any trimming of printed pages must be accurate and square.

The NYCRR has some material printed as two-, three-, and four-color pages. Approximately 80 percent of Transportation Volume 17B includes figures illustrating highway signage and intersection markings in color (full page diagrams with interspersed text). The Miscellaneous Volume 21B has three various width foldout pages in two-color format (ranging from 11 inches to 16 inches wide). These titles are currently the only volumes with colored printing in the NYCRR.

The Proposer may propose to print the NYCRR in a size other than the current 6" x 9.25" page size. The proposal must state the page size the Proposer will use to print the official NYCRR and its supplementation. For proposals using a size other than 6" x 9.25", Proposers must include a detailed implementation plan, including schedules; a statement listing steps the Proposer would take to notify subscribers of any change in page size; and a statement describing how the Contractor would replace existing binders and pages at no cost to subscribers or the State and with no negative impact on subscribers or the State.

Binders shall be included with full-set sales and optional with any less than full-set sales. Binders shall be substantially the same as existing binders: green with gold lettering and of a quality and weight at least equal to that of existing NYCRR binders. The binders front and back are 8¼ inches x 10¼ inches with a 3⅜ inch spine. Ring capacity is 2½ inches and either 3 or 5 rings. Only text approved by DOS shall be printed on a binder.

Over the term of the contract, it may be necessary to split one or more volumes of the official NYCRR when the number of pages in such volume(s) reaches or exceeds a binder's capacity. The Contractor shall implement all volume splits on a schedule and in a manner to be approved by DOS.

The Contractor shall make good faith efforts to secure a copyright for DOS-DAR created Historical Notes in the official NYCRR, the Master Index and official NYCRR supplementation in the name of the Secretary of State for the People of New York State. The Contractor shall mail a copy of each secured copyright to the Director, Division of Administrative Rules, NYS Department of State, One Commerce Plaza, 99 Washington Avenue, 6th floor, Albany, NY 12231-0001.

The copyright in the name of the Secretary shall not preclude an agency from reproducing multiple copies of an agency's rules for regulatory purposes or performance of agency functions. No special form of permission shall be required by an agency prior

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to reproducing printed pages. This privilege is granted strictly to help New York State agencies accomplish regulatory responsibilities and agency functions. Under no circumstances shall this privilege be construed to mean or imply that an agency or any other entity may sell or offer for sale reproductions of official NYCRR pages. The Contractor is required to print a sufficient number of copies of each volume to cover subscription levels, and to maintain an inventory level to respond to requests by new subscribers or by new customers for new products in a timely manner. Under current contract provisions, any subsequent Contractor may purchase existing stock at the current published subscription cost.

The Contractor will be required to maintain an inventory of official NYCRR printed pages and products in sufficient quantity to allow for shipment within five business days, or must be capable of producing print pages and supplying such items for immediate delivery. The Contractor shall be responsible for delivering all such items in good condition and on time, and shall file all claims with carriers for damages, breakage, imperfections and other losses.

The Contractor will be required to distribute complete sets and individual volumes of the official NYCRR and its supplementation to existing and future subscribers. The Contractor must provide current subscriber data electronically to DOS upon termination of the contract. This material shall be provided to a new Contractor upon approval of a new contract by the Comptroller. The Contractor shall be responsible for maintaining a subscription database for the term of the contract. The subscription list is the property of DOS. This database shall be provided to DOS in both a written format and in a digitally created open source format upon written request at any time during the term of the contract, and upon termination of the contract.

The Contractor will be required to establish ordering procedures for prospective subscribers and a process for responding to customer needs and complaints, if any, in a timely manner. The Contractor must provide paid subscribers with appropriate supplementation for the Titles or volumes they have purchased. If a customer notifies the Contractor of missing pages from a supplement, replacement pages shall be shipped immediately, at no further cost to the subscriber.

Once the successful Proposer has been approved by DOS to begin officially printing NYCRR, the successful Proposer is to be paid by the current contractor for the remainder of any paid subscriptions using the formula of $Z = (X/24) * Y$ where:

X = cost of annual supplementation

24 = number of supplements in a year

Y = number of remaining supplements left in the subscription

Z = what is owed to the successful proposer

The Contractor will be required to submit to DOS, on a semi-annual basis:

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- (1) production reports to include statistics about the numbers of pages inserted and removed in each volume in the official NYCRR in the reporting period;
- (2) sales and circulation reports which include the actual numbers of full set and individual volumes distributed to subscribers for each supplement in the reporting period, with statistical breakdowns by type of subscriber: New York State agency, other government agency, and all others (*i.e.*, non-government); and
- (3) the actual numbers of sales made for the reporting period.

To assist in the compilation of sales statistics, order forms for new sales and subscription renewals shall require customers to identify themselves as a New York State agency, other government agency, or non-government entity. Reports for the period January 1st through June 30th must be received in DOS-DAR by August 15th of the same year and reports for the period July 1st through December 31st must be received in DAR by February 15th of the subsequent year.

For the term of the contract, the Contractor shall provide full sets of the print version of the official NYCRR, including binders and supplementation to the following offices, **at no charge to the recipients:**

- (1) 2 copies, Department of State, DAR, Albany;
- (2) 1 copy, Department of State, Counsel's Office, Albany;
- (3) 1 copy, Legislative Library, Albany;
- (4) 2 copies, 1 each to the Senate and Assembly Administrative Regulation Review Commission (ARRC), Albany;
- (5) 1 copy, Office of the Counsel to the Governor, Albany;
- (6) 2 copies, Regulatory Review Unit of Division of Budget, Albany; and
- (7) 2 copies, New York State Library, Albany;
- (8) Up to 2 additional copies to locations to be determined by DOS.

The Contractor shall provide agencies with a discount of **at least 40 percent off** the regular purchase and supplementation subscription prices for the printed version of the official NYCRR volume(s) containing the requesting agency's rules. The purchase price includes shipping and handling charges.

2.2.2 Produce Annotations, Master Index and a Table of Current Pages for the Official NYCRR

The Contractor will be required to research, write, produce and maintain Annotations in the official NYCRR, and a separate Master Index. The Annotations consist of Case Notes and Administrative Notes, which shall be amended by the Contractor at least twice each calendar year and a semi-monthly Table of Current Pages and/or any other such reference that DOS may approve to assist subscribers with verifying the content of any given volume. All composition and printing for Annotations and the Master Index

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shall conform to the requirements established under Section 2.2.1 – *Produce and Market the Official NYCRR and its Supplementation* of this RFP and shall be subject to the prior written approval of DOS. The Master Index shall be reprinted in its entirety at least every two years beginning in January 2021 and shall be supplemented at least every six months.

Upon approval of the contract by the Comptroller, DOS shall provide the Contractor with electronic media containing Annotations and the Master Index provided by the current Contractor pursuant to existing contract provisions. To ensure continuity, the Secretary is granted a license to use the Annotations and Master Index during the term of the current contract and will assign the license to the next Contractor who publishes the NYCRR. The DOS makes no representations as to the accuracy, completeness, content or usefulness of such electronic media.

Annotations. Case Notes and Administrative Notes shall be located at the back of each volume of the official NYCRR, and shall be separated from the text by a colored tabbed separator. This separate section shall include a title page consisting of the title of the section, a description of the contents and how to use them, and an explanation for each abbreviation. Where both Case and Administrative Notes exist, the Case Notes must appear first. Where no Case or Administrative Notes exist for a volume, a tabbed separator must still be provided and the Contractor shall add a statement saying there are no such notes for the volume.

1. Case Notes are required for each important State and Federal court decision that interprets, construes, defines or applies the whole or any part of a rule of a State agency. Each Case Note shall be an accurate statement of the court's decision and sufficiently detailed to enable a reader to understand how the rule was interpreted, construed, defined or applied to the particular facts of the case. If the court decides more than one important issue concerning a rule, the decision on each issue shall be clearly summarized in separate paragraphs.

Each Case Note must include a brief statement of the court's decision, name of the case, date of the decision, a citation to the official report, a citation to other reports (when appropriate) and a summary of any subsequent court decisions impacting the prior court's decision. If a decision by a higher-level court overrules a lower court's decision reported in a Case Note, the Case Note must be deleted or rewritten to accurately reflect the latest pertinent decision.

If a rule has several Case Notes, all Notes related to any one category should be grouped together and printed under an appropriate category title in bold face type.

In each Case Note, the name of the case and the citations shall be indicated in the first paragraph. Additional paragraphs shall contain an appropriate reference to the first paragraph, where the full citation is given.

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The Contractor must prepare Case Notes from the Advance Sheets published in each Reporter. The Case Notes shall be derived from the following Reporters or their successors:

- (1) United States Reports
- (2) Supreme Court Reporter
- (3) Federal Reporter
- (4) Federal Supplement
- (5) New York Reports
- (6) Appellate Division Reports
- (7) Miscellaneous Reports
- (8) New York Supplements

2. Administrative Notes are required for each important administrative determination or order that interprets, construes, defines or applies the whole or any part of a rule of a State agency. Each Administrative Note shall be an accurate statement of the agency's determination or order and be sufficiently detailed so that the reader will understand how the rule was interpreted, construed, defined or applied to the particular facts of the case. If the agency's determination or order should decide more than one important issue concerning a rule, the decision on each will be in separate paragraphs. Administrative Notes may be limited to opinions, decisions and orders of the Attorney General, Comptroller, and the Education Department, as well as other State agencies, to the extent their opinions, decisions and orders are available.

Each Administrative Note must include a brief statement of the agency's determination or order, name of the case, date of the determination or order and a summary of any administrative or judicial appeal. If an appeal should overrule a determination or order reported in an Administrative Note, the note must be deleted or rewritten to accurately reflect the decision.

If a rule has several Administrative Notes, all Notes related to any one category should be grouped together and printed under a category title in bold face type.

In each Administrative Note, the name of the case and the citations shall be indicated in the first paragraph. Additional paragraphs shall contain an appropriate reference to the first paragraph, where the full citation is given.

3. Table of Current Pages. The Contractor shall implement a system described in its proposal to assist subscribers with verifying that the pages in any volume are the most current available pages. Table of Current Pages are found in a separate tabbed section in the front of each volume.

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4. Master Index. The Contractor shall implement a system described in its proposal regarding the indexing services, composition, production and distribution of a Master Index to the official NYCRR. This shall include, but not be limited to, routine updates to be printed and distributed as supplementation to subscribers at least two times each calendar year and reprinted in its entirety at least every two years during the term of the contract.

The existing Master Index is a subject list compiled and produced by the current Contractor. Appendixes and emergency rules are not indexed.

2.2.3 Convert the Current Official NYCRR to a Content Management System

The Contractor will be responsible for the data conversion and indexing of the database that was created and maintained by the current Contractor. It shall include the full text of the complete official NYCRR: all 23 Titles, including the text of rules, tables, and graphics with Part and section indices, statutory authority sections, historical notes and other text as may constitute a filing and require publication. The Contractor will be required to capture and index the current official NYCRR content management system into a format that can be utilized and managed by the Contractor to provide NYCRR supplementation following contract execution. The Content created pursuant to this requirement shall be the property of DOS and will be turned over to DOS at the conclusion of the contract period for primary purposes of continued support and/or seamless transfer to any succeeding vendor.

The system must be in a format that facilitates speedy retrieval and updating. The Contractor shall certify in writing to DOS when the database is captured and indexed. Upon conversion, DOS-DAR will select and proof a random sample of pages from each volume to verify that the converted database is complete and meets the accuracy rate indicated by the Contractor in its proposal. The Contractor will be notified by DOS, in writing, of any errors, deficiencies, discrepancies or other problems, and shall make all necessary corrections, solely at the Contractor's expense, to ensure the operation, use and integrity of the system.

Proposers shall stipulate, in their proposal, the accuracy rate for each type or method of data conversion that will be used, and shall identify the method(s) that will be used to verify accuracy. This shall include a description of the stated accuracy rate in terms of numbers of conversion errors per "X" number of characters, per "Y" number of pages, per volume, in total, etc. Conversion accuracy will be verified by DOS-DAR using existing, hard copy NYCRR pages. Any pre-existing errors on NYCRR pages shall not be held against the Contractor. DOS-DAR will work with the Contractor to correct any typographical errors that DOS-DAR may become aware of in existing NYCRR pages.

2.2.4 Install and Maintain a Content Management System

The Contractor shall supply access to the NYCRR database in order to allow DOS-DAR to meet its NYCRR publication specifications utilizing the system to be provided as required under this section. The Contractor will be required to provide and maintain for the term of the Contract, a secure means of browser-based access to its solution for

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processing work and uploading of files. Connections are subject to the NYS Information Security Officer (ISO) approval as per State and agency security policies.

The Contractor is responsible for providing physical and logical security for all data, infrastructure (e.g., hardware, networking components, physical devices), and software related to services provided by the Contractor under this agreement.

Data security provisions agreed to by DOS, NYS and the Contractor within this agreement may not be diminished for the duration of the agreement. No reduction in these conditions in any fashion may occur at any time without prior written agreement by the parties amending this agreement.

The Contractor will be responsible for accessibility and integrity of the solution database. The Contractor and its personnel shall review and be familiar with all New York State security policies, procedures and directives currently existing or implemented during the term of the Contract, including the Office of Information Technology Services (ITS) Information Security Policy (NYS-P03-002) or successor policy thereafter. The Contractor must comply with the most recent version of the Information Security Policy, and all its associated policies and standards. The Contractor shall address any security incidents in the manner prescribed in the Information Security Policy, or successor policy, including the New York State Cyber Incident Reporting Procedures incorporated therein or in such successor policy.

The Contractor shall provide user manuals and training for DOS-DAR staff in the use of proprietary (or any Contractor supplied) hardware and software to ensure an orderly transfer to the new solution. Any written or automated information or training material and support shall be provided by the Contractor at no cost to DOS.

As part of the project, the Contractor will produce training material and work with DOS-DAR staff to train the users of the system to participate in system testing, User Acceptance Testing (UAT) and production cutover. Contractor responsibilities include:

- (1) develop/deliver instructor training manuals;
- (2) develop/deliver end user training manuals for DOS-DAR staff;
- (3) conduct training sessions with DOS-DAR staff;
- (4) provide training support during UAT.

All components of the solution will be thoroughly tested. The selected Contractor will coordinate their testing activities with DOS-DAR team. Contractor responsibilities include:

- (1) develop a Master Test Plan that will describe the approach to unit, system, integration, regression and performance testing; additionally, this plan must describe how defects will be managed;

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- (2) lead and conduct unit, system, integration, regression and performance testing; and deliver test plans for each;
- (3) write test scripts, scenarios and test cases for all unit, system, integration, regression and performance testing;
- (4) manage all defects. This includes logging, prioritizing, fixing, and re-testing of defects found;
- (5) correct all defects found during unit, system, integration, regression and performance, application security testing and UAT;
- (6) document the test results from system, integration, performance and UAT testing. Recommend improvements to the system based on the findings during these tests;
- (7) update the technical documents based on the results of all testing activities (including UAT).

The Register publication schedule is constantly under tight mandated time constraints, therefore, system availability is critical. The proposed system must be available to DOS-DAR Monday through Saturday, including State holidays, between the hours of 7:00 a.m. and 9:00 p.m. Eastern Time (ET). DOS-DAR must receive at least 48 hours prior notice if the system will not be available during these work hours.

The Contractor shall be the contact for DOS-DAR to report access or system problems related to the content management system. In the event of a system failure, the Contractor must take aggressive action to resolve any issues including, but not limited to, communication problems or content management system related problems. System downtime is expected to be minimal; *i.e.*, the system shall be 98 percent available during stated business hours, excluding scheduled preventive maintenance. Upon receipt of written notice from DOS, the Contractor shall reimburse DOS for any expenses incurred by DOS due to failure of the Contractor-supplied software/hardware causing system downtime that exceeds 98 percent availability, excluding preventive maintenance, during any period during the term of the Contract.

DOS-DAR will continue to perform regulatory filing and compliance review functions for the Secretary and shall verify the accuracy of all supplementation to the NYCRR. DOS-DAR shall also continue to amend or verify numbering, and insert or amend statutory authority and historical notes, as needed.

Over the term of the Contract, it may be necessary or desirable to upgrade hardware or software, make other processing improvements, conform to legislative, regulatory or procedural actions that may change rule making processes, or to meet increased workload demands. DOS shall notify the Contractor in writing of legislative, regulatory, or procedural changes or workload changes that may require system(s) modifications. The Contractor shall submit all upgrade proposals with implementation schedules to DOS-DAR for review and DOS approval. Routine system upgrades, which reflect advancements in technology or workload changes, shall be implemented upon written

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approval of the Director of DOS-DAR. The addition of hardware or software; or the implementation of processing improvements, other than those required to effect routine system upgrades or to conform to legislative, regulatory, or procedural changes, shall be implemented only upon mutual consent of both parties.

The Contractor shall provide any necessary oversight coordination and assume all costs related to Contractor-owned equipment and access lines associated with one site location change during the contract term or the contract extension term.

2.2.5 Convert and Implement the Tracking/Recordkeeping Database (TRD)

Using rule making data that is the basis for the current TRD, the Contractor will be required to design and implement a database solution. The Contractor must work with the ITS staff to define and implement said connection. Connections are also subject to ISO approval as per New York State and agency security policies.

The TRD shall capture key dates and actions in the rule making process and be capable of calculating compliance with minimum and maximum timeframes. The TRD must be capable of accepting manual entry, overriding of transactional data and deletion of entered data by authorized DOS-DAR users. The system will generate the weekly API, as well as the QI. The Incorporation by Reference tracking information and list will also be generated and maintained by the TRD.

Agencies shall have the ability to submit rule making documents electronically to DOS-DAR. The electronic filing function must comply with applicable New York State and Federal requirements regarding accessibility for persons with disabilities (ITS Policy NYS-P08-005), Accessibility of Web-Based Information and Applications. The site will be hosted by the Contractor. Agencies shall upload completed forms and attachments using a unique log on and password. The system shall automatically place submissions into the issue of the Register that corresponds with the submission date. If the submission has errors or is incomplete, the system will generate a report indicating which items need correction. The report is sent to the filer's email address and to DOS-DAR's shared rule making inbox. The rule making section of the Register and API shall be automatically generated using the information captured from the TRD. The rule making forms will include the ability for agencies to attach the rule certification, rule text, Regulatory Impact Statement, Regulatory Flexibility Analysis for Small Businesses and Local Governments, Rule Area Flexibility Analysis, Job Impact Statement, Assessment of Public Comment and any additional pertinent documents. For agencies that may not have Internet capabilities, hard copy forms will still be available. A plan will be included in the proposal to address Internet downtime or any other system failure that prevents New York State agencies from submitting rule makings within anticipated deadline timeframes.

Agencies shall have the ability to save an electronic rule making notice into a PDF document prior to and after submission.

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The system shall generate and record the sequential filing I.D. number, filing date, and, if not specifically stated, the effective date according to statute. The system will generate an acknowledgment that will be sent by email to the person submitting a rule making notice on behalf of an agency, whose email address was provided at the time of submission and the designated DOS-DAR shared rule making inbox. Rule making notices shall be archived on the Contractor's server, for a minimum of ten years, with DOS-DAR's ability to print on demand a complete notice. All data entered into, or attached to, the electronically filed forms shall be checked both at the client and the server for inconsistencies that could cause database malfunctions (e.g., SQL Injection Vulnerability). The submission (including all generated data) will then be populated into the database for initial review.

The application/database/system will need to generate data entry screens and reports that DOS can utilize to track the progress of all submissions. See Exhibit 14 – *Production Flow Charts*.

The Contractor will be required to assume responsibility for delivery, installation and maintenance of any equipment, proprietary software and support services offered in the proposal whether or not the Contractor is the original supplier, manufacturer, developer or creator. The same system availability requirements regarding hours of use, down times and technical and training support, which are specified in this RFP, shall apply to this requirement.

The Contractor shall provide any necessary oversight and coordination, and assume all costs related to Contractor- or subcontractor-owned equipment associated with one site location change during the contract term or the contract extension term.

2.2.6 Support Production of the Weekly Register

The Contractor will be required to maintain all necessary software and maintenance support needed to produce the weekly Register and the QI for the term of the contract. The API and QI are reports generated from the content management system.

The Contractor will be required to provide DOS-DAR a means to export a version of the Register and QI for posting to DOS's website.

The Contractor will be required to provide and maintain for the term of the Contract a secure means of access to its system for remote work and transfer of information. The Contractor shall work with ITS staff to define and implement said connection. Connections are also subject to ISO approval as per DOS and agency security policies. The Contractor will supply and install proprietary hardware and software that is compatible with the existing environment.

Each month, the State's Financial Reports are included in the last Register issue for that month. A portion of the reports are provided to DOS-DAR by the Department of Taxation and Finance and the Comptroller's Office as PDF files. The Contractor will

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provide software to append the Financial Reports as well as any other Appendixes to the Register.

The frequency, format and number of pages in the Register and its supplements are subject to statutory, regulatory or procedural changes. Such changes may add, delete or modify filings or publication requirements and timeframes that could affect composition and printing requirements. The same requirements regarding upgrades and modifications to hardware or software and processing improvements that are specified under the content management system in Section 2.2.4 – *Install and Maintain a Content Management System* and Section 2.2.5 – *Convert and Implement the Tracking/Recordkeeping Database* shall apply to the support of the production of the Register.

The Contractor shall provide any necessary oversight and coordination and shall assume all costs related to Contractor-owned equipment associated with one site location change during the original contract or the contract extension term.

2.2.7 Print and Distribute the Register and its Supplements

The Contractor shall print, mail and pay for all postage charges for the Register and its supplements, including the QI, Proclamation Dissolving Stock Corporations, and the Proclamation Dissolving Not-For-Profit Corporations. The Contractor must be prepared to print and distribute the Register on a weekly basis for the term of the contract and, if applicable, any contract extension term.

The frequency, format and number of pages in the Register and its supplements, as well as certain types of distribution, are subject to statutory, regulatory or procedural changes. Such changes may add, delete or modify filing or publication requirements and timeframes that could affect composition and printing requirements.

The Contractor shall furnish copies of the Register and its supplements to a U.S. Postal Service facility. All fees and applications associated with mailing will be the responsibility of the Contractor. The Contractor shall arrange for delivery to subscribers on the Register publication date. If a regular Register publication date falls on a holiday, Register delivery must be made on the working day preceding the holiday.

The Contractor will be required to conform to all U.S. Postal Service regulations. DOS shall electronically supply subscriber addresses to the vendor and update the subscriber addresses monthly to generate appropriate mailing label information. Revenues from the sale of paid Register subscriptions shall continue to be collected by DOS for deposit in the General Fund.

Printing Specifications for All Weekly Registers and its Supplements

The general printing specifications that shall apply to all issues of the Register and its supplements are shown below.

General Specifications:

- (1) Text stock. Earth Choice 50# recycled offset or equal recycled stock.

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- (2) Page size. 8.5" x 11"; no bleeds.
- (3) Ink. All pages and covers in black ink.
- (4) Bind. Two saddle wire stitches or perfect bound, at printer's option. Three-hole drilled with 5/16" holes for insertion into standard loose-leaf binder; providing a half inch gutter.

Register paper stock requirements. DOS has established that the minimum content requirements for post-consumer material content, based on fiber weight, is 30 percent for uncoated text papers and covers. The successful contractor, before beginning printing the Register, QI and the Proclamation, must provide proof of the paper content in one of the following ways:

- (1) a paper manufacturer's affidavit of recycled content for the proposed paper verifying a minimum of 30 percent post-consumer material content;
- (2) trade publications; or
- (3) mill literature that the proposed paper complies with New York State's recycled requirements.

Only paper meeting the above requirements will be considered unless the proposal includes justification, to DOS's satisfaction, for an alternative paper stock.

Weekly Register. The weekly Register ranges from approximately 68 to 203 pages per issue (2017 weekly average was 113 pages).

- (1) Cover stock. Finch Opaque 65# White Smooth stock or equal recycled stock.
- (2) Quantity. Approximately 275 per week. Approximately 25 copies of each issue are printed with a first-class indicia and mailed first class; approximately 157 copies are printed with a periodicals rate indicia and mailed periodical rate; and the remainder are without indicia and are delivered to the NYS Interagency Mail and Messenger Service and DOS-DAR.
- (3) Schedule. An electronic copy of the Register, the vast majority of time, will be transmitted to the contractor by 5:00 p.m. each Wednesday. Finished copies shall be delivered to DOS-DAR by noon on the following Wednesday.

Quarterly Index. The printed QI ranges from approximately 84 pages in the April issue to approximately 126 pages in the year-end index published each January (2017 average, 104 pages).

- (1) Cover stock. Springhill Opaque 65# Blue stock or equal recycled stock.
- (2) Quantity. The same indicia, printing and distribution requirements as shown in this section for the weekly Register apply to the QI.

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- (3) Schedule. An electronic copy, the vast majority of time, will be transmitted by 5:00 pm on the second Wednesday each January, April, July and October. Finished copies must be delivered to DOS-DAR by noon on the last Wednesday of January, April, July and October.

Proclamation Dissolving Stock Corporations. The Proclamation is a computer-generated list of corporations dissolved pursuant to Section 203-a of the Tax Law. The printed proclamations have been averaging approximately 245 pages per issue.

- (1) Cover stock. Springhill Opaque 65# Canary stock or equal recycled stock.
- (2) Quantity. 65 copies each, up to 4 issues per calendar year, with an option to order additional copies in increments of 50.
- (3) Schedule. Hard copy, the vast majority of time, will be provided on Wednesday two weeks prior to publication date. Finished copies must be delivered to DOS-DAR by noon two weeks following such Wednesday.

2.2.8 Provide an Unofficial Electronic Version of the NYCRR and Register Online at No Cost to the General Public

The Contractor shall make available on the Internet, accessible from the DOS website, and free to the public, an unofficial electronic version of the NYCRR and each issue of the Register. The online NYCRR shall accurately reflect the most recently published Official NYCRR and be updated within two weeks of the contractor receiving each supplement but need not include Historic Notes and Annotations. The online NYCRR and Register shall: include images, tables and forms; be user friendly and formatted to be easily viewed, searched, and printed; and comply over the entire contract period with applicable New York State and Federal requirements regarding accessibility for persons with disabilities, including ITS Policy NYS-P08-005, Accessibility of Web-Based Information and Applications.

The online NYCRR and Register developed by the Contractor (directly, or through a third-party vendor approved by the Secretary) is expected to be used primarily for research purposes and must, therefore, incorporate search and retrieval capabilities including, but not necessarily limited to, the following:

- (1) search and retrieval by title, section, part, page or any combination thereof;
- (2) keyword search whereby one or more words can be searched and a list of all found occurrences will be retrieved for selective perusal;
- (3) keyword search combinations whereby the user can specify the system to look for two or more words that appear in the same sentence, paragraph, part or section;
- (4) wild card searches whereby parts of one or more words will be searched; and
- (5) extensive use of hypertext whereby the user can jump back and forth between sections of text that contain common keywords or references.

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The system must also support the ability to download sections of text, tables and graphics for import into common word processing applications and, in terms of graphics, into a standard graphic format (e.g., TIFF).

2.2.9 Develop a Disaster Recovery System

The Contractor will provide and have in place a comprehensive Business Continuity/Disaster Recovery Plan (Plan) to provide alternative processing arrangements for all services in the event of a short-term business interruption and/or long-term loss of processing capacity at the Contractor's processing site. DOS reserves the right to review a copy of the Plan as needed throughout the term of the contract.

The Plan will incorporate all alternate facilities, equipment, telecommunication lines, staff or other resources required to ensure continuity of services required pursuant to this Contract, which are interrupted for any length of time by a disaster or other unforeseen event. The Plan must encompass all recovery activities, from the initial event interrupting operations, through transition of operations to alternate site(s) and restoration of the original operating site and include a flow chart of the disaster recovery mechanism. The Plan must address how the security and confidentiality requirements are maintained during the relocation of operations to an alternate site(s), at the alternate sites(s) and during restoration of the original operating site(s).

The Contractor will demonstrate that the Plan includes the following:

- (1) multiple operational sites with the distribution of data and backup across all systems;
- (2) systems reside in geographically diverse data centers with each data center having the ability to handle peak volume with a single data center down.

To the extent the Contractor updates the Plan as required to reflect technological, system or other changes, the Contractor must provide DOS or its designee with updated information (subject to a confidentiality agreement), as appropriate or requested. The Contractor shall thoroughly test its disaster recovery plan at a minimum on a quarterly basis.

2.2.10 Market Other By-Products from the System

The Contractor may market subscriptions for an electronic version of the unofficial NYCRR or other by-products from the system.

DOS shall grant the Contractor the right to directly, or through a third-party vendor, produce and market unofficial by-products to be drawn from the system to be created. For example, the Contractor may print documents in units other than those required under Section 2.2.1 – *Produce and Market the Official NYCRR and Its Supplementation*, online access service, etc.

Production of any by-product(s) produced by the Contractor and related agreements for the use, modification or distribution of the whole or any part of the system shall require

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the written approval of the Secretary or the Secretary's designee and must include a clause requiring each item produced under a contract or agreement to be accompanied by a disclosure statement to be provided by DOS that, in effect, informs the readers that the material "... is not the official NYCRR, but has been drawn directly from the official NYCRR system" and explains how to purchase the official NYCRR and how to obtain certified text.

The Contractor shall provide DOS-DAR with one copy or subscription of each sample of by-products of the NYCRR, electronic access or any other automated version of the official NYCRR produced by the Contractor, or through any contract with a third party approved by the Secretary, from the system. The Contractor shall install and maintain at DOS-DAR, for the term of the contract, all hardware, software and/or telecommunication lines that may be required to read or otherwise access such versions. The Contractor shall also provide DOS-DAR with two copies of every unofficial print by-product created from the system. As required under the requirements of this RFP, the Contractor shall be required to report sales and circulation statistics for each by-product of the NYCRR provided by the Contractor.

Upon written request of an agency head, the Contractor shall provide a rule making agency with one copy/subscription of any by-product of the NYCRR produced from the system, and pertinent to mandatory functions of the agency, at no charge to the agency, for the term of the contract.

3 INSTRUCTIONS FOR BIDDING/PROPOSAL FORMAT

3.1 Pre-Proposal Questions and Clarifications

Potential Proposers are allowed to submit questions or requests for clarifications regarding the RFP in writing or by email to the contact person designated in Section 1.1 – *Contact Information* of the RFP and must be received at DOS by 4:00 p.m. on the date specified in Section 1.2 – *Project Timeline*. Questions and requests for clarification are only accepted via e-mail or in writing. Official answers to questions will be posted on the DOS's website at <https://www.dos.ny.gov/funding/> on the date stated in Section 1.2 – *Project Timeline* of the RFP.

3.2 Submission Process

Proposers are solely responsible for timely delivery of their Proposal to the designated address provided under Section 1.2 – *Project Timeline* on or before the stated Proposal Due Date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of New York State, will not excuse late Proposal submissions. Phone, facsimile and e-mail submission of Proposals will not be accepted for this RFP. Proposals accepted in response to this RFP will not be opened publicly.

Any Proposal received at the specified location after the Proposal Due Date will be considered a late proposal. A late proposal will not be considered for award and will be returned, unopened to the sender. DOS reserves the right at any time to postpone or cancel the scheduled time for receipt of Proposals. DOS will prepare a certification listing all offerers who have submitted timely proposals.

3.2.1 Firm Offer (Proposal Effective Period)

Proposals must be firm and binding for a period of at least 365 calendar days from the Proposal Due Date. The successful Proposer must hold its offer firm and binding until either tentative award of the contract(s) is made by DOS or withdrawal of the proposal in writing by the Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by DOS to the successful Contractor(s) who shall thereupon be obligated to execute a formal contract. This RFP remains the property of DOS at all times and all responses to this RFP, once delivered, becomes the property of DOS. The Contractor shall not copyright any material developed under this contract.

3.2.2 Mandatory Submittals

This RFP has the following mandatory submittals:

- (1) Pricing Proposal (Attachment 1)
- (2) Lobbying Form (Attachment 2)
- (3) Non-Collusive Bidding Certification (Attachment 3)
- (4) Proposal Transmittal Sheet (Attachment 4)

3.2.3 International Bidding

All offers (tenders) and all submissions, information, product or contract deliverables required by this RFP, or provided by Proposer as a clarification or validation thereof during the procurement process or thereafter during the contract term, shall be submitted in English. All prices shall be expressed, and payments, if any, shall be made, in United States Dollars (\$ US). Any tenders, submissions, information, deliverables and product, if any, which do not meet the above criteria will be rejected.

3.3 Dispute Process

The State of New York strives to assure a fair, open and competitive process to all potential Proposers qualified to respond to this RFP. In the event that any potential Proposer has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a potential Proposer's Proposal, the Proposer is encouraged to immediately contact the contact person listed in Section 1.1 – *Contact Information* in writing to resolve the matter. Objections to the RFP requirements must be filed at least 10 business days prior to the bid proposal due date published in Section 1.2 – *Project Timeline*.

It is the policy of DOS to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. DOS encourages vendors to seek resolution of disputes through consultation with DOS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the DOS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person listed in Section 1.1 – *Contact Information*.

3.4 Proposal Format

3.4.1 Proposal Packaging

The Proposal must be organized in three parts, collectively referred to as submissions:

- (1) *Administrative Proposal* (Section 3.5);
- (2) *Technical Proposal* (with required samples) (Section 3.6); and
- (3) *Pricing Proposal* for the NYCRR (Section 3.7).

Each proposal part will be evaluated separately; therefore, each part must be in a three-ring binder and packaged in separate, sealed envelopes/containers, with all three separately sealed parts submitted in a single envelope or shipping carton. One original and four hard copies of each submission must be submitted. Packages containing each submission must be bound separately and clearly identified as to its contents.

Each package must have a label on the outside of the package or shipping container outlining the following information:

Proposal Label:

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Support Register Production and Distribution
RFP Number 18-ADM-11
Proposal Due Date and Time
Proposer NAME
Proposer ADDRESS

Notwithstanding DOS's right to open the package to ascertain the contents, Proposer assumes all risk of late delivery associated with the submissions not being identified, packaged or labeled in accordance with the foregoing requirements. In the event that the Proposer fails to provide such information on the cover of the sealed packages, DOS reserves the right to open the package to determine its contents. Proposer shall have no claim against DOS arising from such opening and such opening shall not affect the validity of the proposal.

A Proposal that, in DOS's sole judgment, materially fails to conform with the requirements of this RFP may be considered non-responsive and may be rejected.

3.4.2 Bound Submissions

Each submission must be contained in a binder or bound together with sub-sections ordered and labeled in accordance with the requirements set forth in this Section. The RFP name, proposal due date, and official name of the entity submitting the Proposal must appear on the outside front cover of each submission.

3.4.3 Table of Contents

Each submission must include a Table of Contents that follows the headers set forth in this Section.

3.4.4 Index Tabs

Each major section of the submission must be labeled with an index tab that identifies the title of the major section/part as it is named in the Table of Contents.

3.4.5 Page Numbering

Each page in each submission must be dated and numbered consecutively from the beginning of the submission through all appended material.

3.4.6 Submissions Content

Submissions must be complete and legible. Information required by the RFP must be supplied by the Proposer on the forms or in the format specified in the RFP. Proposers are cautioned to verify the accuracy and completeness of their Proposals before submission, as amendments to Proposals or requests for withdrawal of Proposals received by the State after the Proposal Due Date will not be considered. The Proposal must satisfy all requirements of all sections of this RFP.

3.5 Administrative Proposal

The Administrative Proposal will include three principal components, as described in the following sections.

3.5.1 Formal Offer Letter

In this section of its Administrative Proposal, the Proposer must submit a formal offer letter signed and executed by an individual with the capacity and legal authority to bind the proposing entity in its offer to DOS.

3.5.2 Canceled or Failed Implementations

Proposers must identify and explain any planned or active installations of their respective solutions that were canceled or failed due to technical or procedural problems in the last three years, or that are currently pending arbitration, dispute resolution or litigation. Two or more adverse events will result in disqualification of the Proposer's proposal.

3.5.3 Financial Information

To adequately demonstrate its financial viability, creditworthiness, commercial soundness, and depth of financial resources to ensure completion of all contractual obligations, the Proposer shall, at a minimum, submit the following documentation:

- (1) A current Comprehensive Dun & Bradstreet Business Information Report prepared on Proposer information submitted or updated to Dun & Bradstreet not more than six months prior to the Proposal Due Date. Proposer's three most recent independently audited annual financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP), and the most recent audited quarterly statement, if the most recent quarter at time of submission was not the Proposer's fiscal year end.
- (2) If Contractor makes sales in excess of \$300,000, then Contractor must hold a valid certificate of authority pursuant to Tax Law, section 5-a.

All Financial Information submitted will be reviewed as part of the Vendor Responsibility review of the awarded contractor. At the request of DOS, Proposer shall update such submissions prior to Contract execution as a condition of Contract award, and annually thereafter throughout the Contract term.

3.5.4 Required Forms

All forms required in Section 6 – *Required Attachments*, with the exception of Attachment 1 – *Pricing Proposal*, must be complete and included as part of the Administrative Proposal.

3.6 Technical Proposal

3.6.1 Understanding of Project Goals and Objectives

The Proposer shall provide its understanding of the goals and objectives of the project, the anticipated benefits and enhancements to:

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- (1) produce and market the official NYCRR and its supplementation;
- (2) produce annotations, master index and a table of current pages for the official NYCRR;
- (3) convert the current Official NYCRR to a content management system;
- (4) install and maintain a content management system;
- (5) convert and implement the tracking/recordkeeping database;
- (6) support production of the Register;
- (7) print and distribute the Register and its supplements;
- (8) provide an unofficial electronic version of the NYCRR and Register online at no cost to the general public;
- (9) develop a disaster recovery system; and
- (10) market other by-products from the system.

3.6.2 Company Overview and History

In this Section, each Proposer shall provide an overview of its firm, including the following information:

- (1) company name and addresses of its corporate headquarters and any local offices;
- (2) name and title of the primary company contact for this proposal;
- (3) contact person's phone number and e-mail address;
- (4) current company vision and mission;
- (5) short corporate history, including founding year;
- (6) names of CEO, CIO/CTO, CFO and the number of years for each in his/her respective position, as well as total number of years with the company;
- (7) breakdown of types of customers/states served and the size of typical clients; and
- (8) extent of experience with the publication of two compilations of codes, rules and regulations; or at least one such compilation published as a multi-volume set of no fewer than 20,000 pages, including online publication and provision of other electronic media.

3.6.3 Description of Proposed Solution

In this section, the Proposer shall provide a detailed description of the products and services it proposes to utilize to address the requirements of this RFP. This explanation shall include a high-level discussion of the standard features and functions listed in this section. Be sure to include detailed implementation schedules and descriptions of physical plant locations and capabilities, where applicable.

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Clearly label each page as “VENDOR PROPOSAL, PAGE ___ OF ___” and follow the outline in this section. The following are MINIMUM proposal requirements; Proposers may provide additional information as they may deem appropriate.

A. Produce and Market the Official NYCRR and its Supplementation

Describe how the firm will compose, print, and distribute the official NYCRR, and market NYCRR subscriptions including narrative sufficiently detailed to demonstrate the firm’s ability to provide such services in support of a publication with the magnitude of the NYCRR (Section 2 – *Scope of Work*). Specify the location and include a description of the physical plant and equipment to be used by the firm. Describe each unit of the official NYCRR to be marketed as a partial-set (*i.e.*, by Title, by volume, etc.). If the proposal includes plans to change the NYCRR page size or format, a full implementation plan must include details about what steps will be taken to notify subscribers; and how the firm will replace existing binders and pages of current subscribers at no cost and with no negative impact on such subscribers. Stipulate whether or not a transition period or multi-step approach will be used to implement the firm’s plans and, if so, include a detailed implementation schedule with dates.

Product Samples

Enclose with each copy of the PROPOSAL sample NYCRR pages composed from the text provided in Exhibit 2 – *NYCRR Samples* and Exhibit 3 – *NYCRR Filing Instructions*. These print samples must be on the paper stock and in the format/layout to be used to produce the official NYCRR. Also enclose **ONE** sample of the proposed binder with sample tab dividers.

B. Produce Annotations, Master Index and a Table of Current Pages for the Official NYCRR

- (1) Provide a detailed description of how the firm will produce Annotations (*i.e.*, Case Notes and Administrative Notes), including how existing notes will be updated and new annotations will be created to conform *at least* to the minimum requirements as shown in Section 2 – *Scope of Work*.
- (2) Explain how the firm will maintain, enhance or replace the Table of Current Pages as a means of notifying subscribers of the currency of NYCRR supplementation pages.
- (3) Provide a detailed description of how the firm will maintain or enhance the Master Subject Index, including a production schedule that *at least* meets the minimum requirements as shown in Section 2 – *Scope of Work*.

C. Convert the Official NYCRR to a Content Management System

Provide a detailed description of how the firm will develop a content management system, including *at least* the following:

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- (1) Explain how each type of existing data (e.g., database from current Contractor, text, charts, graphs, images) will be converted, including a schedule of dates and an estimate of the time required to complete any such conversion.
- (2) Specify the estimated accuracy rate for each type of conversion named in Section 3.6.1 of this RFP, and provide an explanation of exactly what each accuracy rate means in terms of conversion errors per "X" number of characters, per page, per volume, and in total; and identify the verification measures to be used by the firm to monitor and certify completion of each type of conversion.
- (3) Explain how the firm will incorporate changes to rules that occur during any such conversion process.
- (4) Provide a full description of the format of the system.

D. Install and Maintain a Content Management System

Provide a detailed description of the proposed system, including at least:

- (1) Outline a technical architecture for DOS NYCRR Solution. Technical architecture recommendations must comply with the NYS ITS Policies located at: <https://its.ny.gov/tables/technologypolicyindex> and the Laws, Regulations, and Notices located at <https://its.ny.gov/laws-regulations-and-notices>.

Proposer responsibilities include:

- (a) Develop and document the software architecture and technical requirements for DOS's NYCRR system to meet all business requirements outlined herein.
 - (b) Review and validate the current architecture. Identify gaps and recommend, based on experience and best practices, any necessary remediation. This includes validating load balancing, data recovery, disaster recovery and deployment plans and making recommendations for improvements if needed.
 - (c) Recommend a technical architecture that is based on the proposed solution and industry best practices that will provide the required performance and capacity for this implementation.
 - (d) Recommend methods to scale the environments for future expansion.
- (2) A description of the proposed solution that will be used by the Proposer and DOS-DAR staff to access, add, delete, modify and print text; including a statement of the personnel support needed to operate the system and manage the supplementation procedures.
 - (3) A description of the proposed processing procedures that reflect the requirements of processing procedures.
 - (4) A description of the proposed Business Continuity/Disaster Recovery operations. The Proposer must demonstrate a comprehensive Business Continuity/Disaster Recovery Plan (Plan) to provide alternative processing

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arrangements for all services in the event of a short-term business interruption and/or long-term loss of processing capacity at the Proposer's processing site. The Plan should incorporate all alternate facilities, equipment, telecommunications lines, staff or other resources required to ensure continuity of services required pursuant to this Contract, which are interrupted for any length of time by a disaster or other unforeseen event. The Plan must encompass all recovery activities, from the initial event interrupting operations, through transitions of operations to alternate site(s) and restoration of the original operating site and include a flow chart of the disaster recovery mechanism. The Plan must address how the security and confidentiality requirements are maintained during the relocation of operations to an alternate site(s), at the alternate sites(s) and during restoration of the original operating site(s).

- (5) A description of the data ownership, access and locations where DOS shall own all right, title and interest in data and shall have access to its data at all times, through the term of this agreement. DOS shall have the ability to import or export data in piecemeal or in its entirety at DOS's discretion, without interference from the Proposer. This includes the ability for DOS to import or export data to/from other Contractors.

The Proposer shall not copy or transfer data unless authorized by DOS. In such an event the data shall be copied and/or transferred in accordance with the provisions of this contract. Proposer shall not access any data for any purpose other than fulfilling the terms of this RFP. All data shall remain within the Continental United States (CONUS). Any data stored, or acted upon, must be located solely in data centers in CONUS. Services which directly or indirectly access data may only be performed from locations within CONUS. All data in transit must be handled in accordance with FIPS-140-2 or TLS1.2 or later.

- (a) Support Services. All helpdesk, online, and support services which access any data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access data directly, or indirectly, from outside CONUS.
- (b) Infrastructure Support Services. Infrastructure support services that do not directly or indirectly access data may be provided in a Follow the Sun format.

E. Convert and Implement the Tracking/Recordkeeping Database

- (1) Provide a detailed description of the proposal, including a schedule for the systems analysis necessary to implement the proposed database and an explanation of any immediately identifiable system constraints/limitations.
- (2) Describe how data conversion from the current TRD will be accomplished and the rate of accuracy for each named process, including a statement of

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meaning in terms of numbers of possible conversion errors per “X” number of records, and in total.

- (3) If the firm has undertaken and successfully implemented any similar system development effort, briefly describe the system and supply a list of contact persons/references (name, firm, address, telephone number).
- (4) Provide a detailed description of the application to file rule making notices electronically and how the captured information will populate the TRD.

F. Support Production of the Register

- (1) Provide a detailed description of the hardware and software the firm will install at the firm’s location(s) to accommodate production of electronic copy, including *at least* the:
 - (a) type and manufacturer of the server;
 - (b) operating system(s); and
 - (c) type of telecommunication equipment, and speed of the telecommunication line(s).
- (2) Provide a description of the software application that will be used by DOS-DAR staff to capture, store, retrieve, update, paginate, edit and print text as hard copy galley copy and electronic copy.
- (3) Provide the department a means to export a version of the Register and QI for posting to DOS’s website. This version must meet all applicable ADA accessibility guidelines and ITS Policy NYS-P08-005, Accessibility of Web-Based Information and Applications.

G. Print and Distribute the Register and its Supplements

Provide a detailed statement of the firm’s plan to print and mail the weekly Register and its supplements, which currently include the QI, Proclamation Dissolving Stock Corporations, and the Proclamation Dissolving Not-For-Profit Corporations including at least the location and description of the print facilities and equipment to be used to produce and label or otherwise address printed copies. Specify whether or not this physical plant will be the same used to produce printed NYCRR pages.

H. Provide an Unofficial Electronic Version of the NYCRR and Register Online at No Cost to the General Public

- (1) Provide a detailed description of the firm’s plan to provide the entire unofficial electronic version of the NYCRR and Register online via DOS’s website at no cost to the general public. These versions must meet all applicable ADA accessibility guidelines.
- (2) Provide a detailed description of the page presentation, search capabilities and print capabilities.
- (3) Provide a detailed description of how the images, tables and forms will be presented on the website.

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- (4) Provide a detailed description of when and how the website will be updated and maintained.
- (5) Provide a detailed description of the server and software to be used to maintain and host the online NYCRR and Register.

I. Develop a Disaster Recovery System

- (1) Provide a statement of the maximum amount of time that will be required following a disaster at the central site to restore the system to a level that will allow for essential processing functions to be established. If more than one computer system is proposed to meet the requirements for content management, tracking/recordkeeping, electronic, and/or printed galley copy requirements described in Section 2 – *Scope of Work*, provide a similar statement for each separate system.
- (2) Provide a preliminary disaster recovery plan to meet the minimum requirements stipulated in Section 2 – *Scope of Work*, or describe any similar disaster recovery plan currently being used by the firm.

J. Market Other By-Products from the System

Provide a description of any by-products to be created from the system.

3.6.4 Experience

The Proposer must demonstrate to the sole satisfaction of DOS that the Proposer and its subcontractors, if any, have the capacity and ability to collectively undertake and successfully complete a project of the scale and scope set forth in this RFP. Proposers must provide summaries of all projects undertaken in the past five years that collectively demonstrate the Proposer's ability to successfully meet all requirements of this RFP. These summaries must include the start date, completion date, a brief description and the value of the project.

DOS understands that there may be a need for a potential Contractor to use one or more subcontractors to satisfy certain requirements. If subcontracting is required, the Contractor must demonstrate experience by submitting a similar summary for each subcontractor. If the subcontractor is not known when the proposal is submitted, Contractor must submit a description of the work to be subcontracted and how the Contractor will acquire the services of a subcontractor. For contractors engaging subcontractors to work under this contract, the contractor must provide at least 25% of direct services. DOS reserves the right to approve all subcontractors as part of this Proposal and for duration of the contract term.

For each key subcontractor proposed by Proposer, if any, furnish the most recent GAAP annual audited statement and the most recent GAAP quarterly statement, and if it exists, a current Comprehensive Dun & Bradstreet Business Information Report

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prepared on key subcontractor information submitted or updated to Dun & Bradstreet not more than six months prior to the Proposal Due Date.

3.6.5 Implementation Approach

The Proposer shall describe the objectives of the project, the overall project management approach the Proposer will employ and the methodology it will follow to plan and execute the work described in Section 2 – *Scope of Work*. The Proposer must also describe major deliverables resulting from this work and explain in detail how each deliverable will be accomplished or completed.

Additionally, the Proposer shall prepare a schedule/timetable detailing major tasks, start and finish dates, and milestones for managing and executing the project.

3.6.6 Project Team/Organization

Project Implementation Team. The Proposer shall demonstrate to the sole satisfaction of DOS that it has assembled a Project Team of employees, vendors, subcontractors, or partner companies (Project Team) having the necessary competency and capability to successfully execute the design, implementation, management, and maintenance of this project. The Technical Proposal must include a project organization chart illustrating the Project Team makeup and reporting relationships of key project personnel. The Proposal shall also include the following details for proposed members of the Project Team:

- (1) Project Manager. The Proposer must furnish the name and resume of the Project Manager and otherwise comply with and furnish all pertinent information as to his/her competency to complete the scope of work. The Project Manager must have overseen or participated in the oversight of the implementation of proposed or similar products and services with at least one other project. A detailed description of the project(s) must be submitted along with the Project Manager's most current resume.
- (2) Project Team(s). A completed staffing plan of Proposer's Project Team(s) for the work to be completed under this RFP must be included. Documentation should demonstrate the depth of technical experience and capability of the Project Team in integrating systems, products and services of a comparable size, volume, complexity and nature as this project, including setting and meeting reasonable progress goals and deadlines.

Where the proposed Project Team(s) include external resources (e.g., subcontractors and third-party service providers), the Proposer shall describe why the key outside partner(s) was chosen for this project, including a description of joint work on past projects (e.g., magnitude of the project, and the relationship of the parties on such past comparable project[s]). The Proposer shall attach the most current resume of the qualifications and experience of professional, programming, technical, and training staff that would be assigned to this project.

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 |

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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.

4 BID EVALUATION AND AWARD

4.1 Evaluation Criteria

DOS will assess each Proposer's Administrative, Technical and Pricing Proposal separately and assign a total number of points for each proposal using the scoring model shown in this section. DOS reserves the right to have Proposers conduct a practical demonstration, contractor interviews and/or facility demonstration of their respective solutions. Evaluators will have the opportunity to revise their technical scores based on information presented during demonstrations, contractor interviews and/or facility demonstrations.

Proposals may be rejected if the Proposer fails to comply with mandatory requirements for the Administrative Proposal, or if the Proposer fails to provide a complete Technical Proposal and Pricing Proposal in the format defined in Section 3 – *Instructions for Bidding/Proposal Format*. See Section 4.2 – *Evaluation and Award Process* for an overview of the Evaluation Process.

4.2 Evaluation and Award Process

DOS will use the process outlined below as a guide in selecting a Contractor to implement the requirements of this RFP.

4.2.1 Review Administrative Proposals

DOS will review all Administrative Proposals to assess compliance with requirements specified in Section 3.5. – *Administrative Proposal*. Any Proposal that fails to meet any of the Administrative Proposal requirements will be rejected.

4.2.1.1 *Formal Offer Letter*

Proposal included a formal offer letter signed and executed by an individual with the capacity and legal authority to bind the proposing entity in its offer to DOS.

4.2.1.2 *Financial Viability*

Proposal provided adequate evidence of financial viability as detailed in Section 3.5.3 – *Financial Information*.

4.2.1.3 *Required Forms*

Proposal included all forms required in Section 6 – *Required Attachments* with the exception of Attachment 1 – *Pricing Proposal*.

4.2.2 Review Technical Proposals

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A copy of all Technical Proposals will be provided to each member of DOS's Proposal Review Team. Members of the Review Team will assess all proposals and assign a score for each proposal, based on an evaluation of the following criteria:

4.2.2.1 Understanding of project goals and objectives – 20 points

Proposer provided their understanding of the goals and objectives of the project, the anticipated benefits and enhancements to:

- (1) produce and market the official NYCRR and its supplementation;
- (2) produce annotations, master index and a table of current pages for the official NYCRR;
- (3) convert the current official NYCRR to a content management system;
- (4) install and maintain a content management system;
- (5) convert and implement the tracking/recordkeeping database;
- (6) support production of the Register;
- (7) print and distribute the Register and its supplements;
- (8) provide an unofficial electronic version of the NYCRR and Register online at no cost to the general public;
- (9) develop a disaster recovery system; and
- (10) market other by-products from the system.

4.2.2.2 Company Overview and History – 10 points

Proposer provided an overview of the firm including:

- (1) company name and addresses of its corporate headquarters and any local offices;
- (2) name and title of the primary company contact for this proposal;
- (3) contact person's phone number and e-mail address;
- (4) current company vision and mission;
- (5) short corporate history, including founding year;
- (6) names of CEO, CIO/CTO, CFO and the number of years for each in his/her respective position, as well as total number of years with the company;
- (7) breakdown of types of customers/states served and the size of typical clients; and
- (8) extent of experience with the publication of two compilations of codes, rules and regulations; or at least one such compilation published as a multi-volume set of no fewer than 20,000 pages, including online publication and provision of other electronic media.

4.2.2.3 Description of Proposed Solution – 200 points

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Proposal included a detailed description of the products and services the Proposer intends to utilize to address the requirements of this RFP. The proposal included a high-level discussion of the standard features and functions listed in Section 3.6.3 – *Description of Proposed Solution*. Pages were clearly labeled as “VENDOR PROPOSAL. PAGE ___ OF ___” and follow the outline in Section 3.6.3. Proposal included detailed implementation schedules and descriptions of physical plant locations and capabilities, where applicable. Proposal included the minimum proposal requirements included in Section 3.6.3 including:

4.2.2.3.1 Produce and Market the Official NYCRR and its Supplementation

Proposal described how the firm will compose, print, and distribute the official NYCRR, and market NYCRR subscriptions including narrative sufficiently detailed to demonstrate the firm’s ability to provide such services in support of a publication with the magnitude of the NYCRR (Section 2 – *Scope of Work*). Proposal specified the location and included a description of the physical plant and equipment to be used by the firm. Proposal described each unit of the official NYCRR to be marketed as a partial-set (*i.e.*, by Title, by volume, etc.). If the proposal includes plans to change the NYCRR page size or format, a full implementation plan was included which details what steps will be taken to notify subscribers; and how the firm will replace existing binders and pages of current subscribers at no cost and with no negative impact on such subscribers. Proposal stipulated whether or not a transition period or multi-step approach will be used to implement the firm’s plans and, if so, included a detailed implementation schedule with dates.

Product Samples

Proposal enclosed sample NYCRR pages composed from the text provided in Exhibit 2 – *NYCRR Samples* and Exhibit 3 – *NYCRR Filing Instructions*. These print samples are on the paper stock and in the format/layout to be used to produce the official NYCRR. Proposer also enclosed **ONE** sample of the proposed binder with sample tab dividers.

4.2.2.3.2 Produce Annotations, Master Index and a Table of Current Pages for the Official NYCRR

- (1) Proposer provided a detailed description of how the firm will produce Annotations (*i.e.*, Case Notes and Administrative Notes), including how existing notes will be updated and new annotations will be created to conform *at least* to the minimum requirements as shown in Section 2 – *Scope of Work*.
- (2) Proposer explained how the firm will maintain, enhance or replace the Table of Current Pages as a means of notifying subscribers of the currency of NYCRR supplementation pages.

- (3) Proposer provided a detailed description of how the firm will maintain or enhance the Master Index, including a production schedule that *at least* meets the minimum requirements as shown in Section 2 – *Scope of Work*.

4.2.2.3.3 *Convert the Official NYCRR to a Content Management System*

Proposer provided a detailed description of how the firm will develop a content management system, including *at least* the following:

- (1) Proposer explained how each type of existing data (*e.g.*, database from current Contractor, text, charts, graphs, images) will be converted, including a schedule of dates and an estimate of the time required to complete any such conversion.
- (2) Proposer specified the estimated accuracy rate for each type of conversion named in Section 3.6.1 of this RFP, and provided an explanation of exactly what each accuracy rate means in terms of conversion errors per “X” number of characters, per page, per volume, and in total; and identified the verification measures to be used by the firm to monitor and certify completion of each type of conversion.
- (3) Proposer explained how the firm will incorporate changes to rules that occur during any such conversion process.
- (4) Proposer provided a full description of the format of the system.

4.2.2.3.4 *Install and Maintain a Content Management System*

Proposer provided a detailed description of the proposed system, including at least:

- (1) Outlined a technical architecture for DOS NYCRR Solution. Technical architecture recommendations must comply with the NYS ITS Policies located at: <https://its.ny.gov/tables/technologypolicyindex> and the Laws, Regulations, and Notices located at <https://its.ny.gov/laws-regulations-and-notices>.

Proposer responsibilities included:

- (a) Develop and document the software architecture and technical requirements for DOS NYCRR system to meet all business requirements outlined herein.
- (b) Review and validate the current architecture. Identify gaps and recommend, based on experience and best practices, any necessary remediation. This includes validating load balancing, data recovery, disaster recovery and deployment plans and making recommendations for improvements if needed.
- (c) Recommend a technical architecture that is based on the proposed solution and industry best practices that will provide the required performance and capacity for this implementation.

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- (d) Recommend methods to scale the environments for future expansion.
- (2) A description of the proposed solution that will be used by the Proposer and DOS-DAR staff to access, add, delete, modify and print text; including a statement of the personnel support needed to operate the system and manage the supplementation procedures.
- (3) A description of the proposed processing procedures that reflect the requirements of processing procedures.
- (4) A description of the proposed Business Continuity/Disaster Recovery operations. The Proposer must demonstrate a comprehensive Plan to provide alternative processing arrangements for all services in the event of a short-term business interruption and/or long-term loss of processing capacity at the Proposer's processing site. The Plan should incorporate all alternate facilities, equipment, telecommunications lines, staff or other resources required to ensure continuity of services required pursuant to this Contract, which are interrupted for any length of time by a disaster or other unforeseen event. The Plan must encompass all recovery activities, from the initial event interrupting operations, through transitions of operations to alternate site(s) and restoration of the original operating site and include a flow chart of the disaster recovery mechanism. The Plan must address how the security and confidentiality requirements are maintained during the relocation of operations to an alternate site(s), at the alternate sites(s) and during restoration of the original operating site(s).
- (5) A description of the data ownership, access and locations where DOS shall own all right, title and interest in data and shall have access to its data at all times, through the term of this agreement. DOS shall have the ability to import or export data in piecemeal or in its entirety at DOS's discretion, without interference from the Proposer. This includes the ability for DOS to import or export data to/from other Contractors.

The Proposer shall not copy or transfer data unless authorized by DOS. In such an event the data shall be copied and/or transferred in accordance with the provisions of this contract. Proposer shall not access any data for any purpose other than fulfilling the terms of this RFP. All data shall remain within the CONUS. Any data stored, or acted upon, must be located solely in data centers in CONUS. Services which directly or indirectly access data may only be performed from locations within CONUS. All data in transit must be handled in accordance with FIPS-140-2 or TLS1.2 or later.

- (a) Support Services. All helpdesk, online, and support services which access any data must be performed from within CONUS. At no time

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will any Follow the Sun support be allowed to access data directly, or indirectly, from outside CONUS.

- (b) Infrastructure Support Services. Infrastructure support services that do not directly or indirectly access data may be provided in a Follow the Sun format.

4.2.2.3.5 Convert and Implement the Tracking/Recordkeeping Database

- (1) Proposer provided a detailed description of the proposal, including a schedule for the systems analysis necessary to implement the proposed database and an explanation of any immediately identifiable system constraints/limitations.
- (2) Proposer described how data conversion from the current TRD will be accomplished and the rate of accuracy for each named process, including a statement of meaning in terms of numbers of possible conversion errors per "X" number of records, and in total.
- (3) If the firm has undertaken and successfully implemented any similar system development effort, Proposer briefly described the system.
- (4) Proposer provided a detailed description of the application to file rule making notices electronically and how the captured information will populate the TRD.

4.2.2.3.6 Support Production of the Register

- (1) Proposer provided a detailed description of the hardware and software the firm will install at the firm's location(s) to accommodate production of electronic copy, including *at least* the:
 - (a) type and manufacturer of the server;
 - (b) operating system(s); and
 - (c) type of telecommunication equipment, and speed of the telecommunication line(s).
- (2) Proposer provided a description of the software application that will be used by DOS-DAR staff to capture, store, retrieve, update, paginate, edit and print text as hard copy galley copy and electronic copy.
- (3) Proposer provided the department a means to export a version of the Register and QI for posting to DOS's website. This version must meet all applicable ADA accessibility guidelines and ITS Policy NYS-P08-005, Accessibility of Web-Based Information and Applications.

4.2.2.3.7 Print and Distribute the Register and its Supplements

Proposer provided a detailed statement of the firm's plan to print and mail the weekly Register and its supplements, which currently include the QI, Proclamation Dissolving Stock Corporations, and the Proclamation

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Dissolving Not-For-Profit Corporations including at least the location and description of the print facilities and equipment to be used to produce and label or otherwise address printed copies. Specify whether or not this physical plant will be the same used to produce printed NYCRR pages.

4.2.2.3.8 *Provide an Unofficial Electronic Version of the NYCRR and Register Online at No Cost to the General Public*

- (1) Proposer provided a detailed description of the firm's plan to provide the entire unofficial electronic version of the NYCRR and Register online via DOS's website at no cost to the general public. These versions must meet all applicable ADA accessibility guidelines.
- (2) Proposer provided a detailed description of the page presentation, search capabilities and print capabilities.
- (3) Proposer provided a detailed description of how the images, tables and forms will be presented on the website.
- (4) Proposer provided a detailed description of when and how the website will be updated and maintained.
- (5) Proposer provided a detailed description of the server and software to be used to maintain and host the online NYCRR and Register.

4.2.2.3.9 *Develop a Disaster Recovery System*

- (1) Proposer provided a statement of the maximum amount of time that will be required following a disaster at the central site to restore the system to a level that will allow for essential processing functions to be established. If more than one computer system is proposed to meet the requirements for content management, tracking/recordkeeping, electronic, and/or printed galley copy requirements described in Section 2 – *Scope of Work*, proposer provided a similar statement for each separate system.
- (2) Proposer provided a preliminary disaster recovery plan to meet the minimum requirements stipulated in Section 2 – *Scope of Work*, or described any similar disaster recovery plan currently being used by the firm.

4.2.2.3.10 *Market Other By-Products from the System*

Proposer provided a description of any by-products to be created from the system.

4.2.2.4 *Experience – 20 points*

The Proposer demonstrated that Proposer and its subcontractors if any, have the capacity and ability to collectively undertake and successfully complete a project of the scale and scope set forth in this RFP. Proposers provided summaries for at least two

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prior and/or current projects that collectively demonstrated the Proposer's ability to successfully meet all requirements of this RFP.

If subcontracting is required, the Contractor demonstrated experience by submitting a similar summary for each subcontractor.

4.2.2.5 Implementation Approach – 25 points

The Proposer described the objectives of the project, the overall project management approach the Proposer will employ and the methodology it will follow to plan and execute the work described in Section 2 – *Scope of Work*. The Proposer also described major deliverables resulting from this work and explained in detail how each deliverable will be accomplished or completed.

Additionally, the Proposer provided a schedule/timetable detailing major tasks, start and finish dates, and milestones for managing and executing the project.

4.2.2.6 Project Team/Organization – 20 points

Project Implementation Team. The Proposer demonstrated to the sole satisfaction of DOS that it has assembled a Project Team having the necessary competency and capability to successfully execute the design, implementation, management, and maintenance of this project. The Technical Proposal must have included a project organization chart illustrating the Project Team makeup and reporting relationships of key project personnel. The Proposer also included the following details for proposed members of the Project Team:

- (1) Project Manager. The Proposer furnished the name and resume of the Project Manager and otherwise complied with and furnished all pertinent information as to his/her competency to complete the scope of work. The Project Manager must have overseen or participated in the oversight of the implementation of proposed or similar products and services with at least one other project. A detailed description of the project(s) was submitted along with the Project Manager's most current resume.
- (2) Project Team(s). A completed staffing plan of Proposer's Project Team(s) for the work to be completed under this RFP was included. Documentation demonstrated the depth of technical experience and capability of the Project Team in integrating systems, products and services of a comparable size, volume, complexity and nature as this project, including setting and meeting reasonable progress goals and deadlines.

Where the proposed Project Team(s) include external resources (e.g., subcontractors and third-party service providers), the Proposer described why the key outside partner(s) was chosen for this project, including a description of joint work on past projects (e.g., magnitude of the project, and the relationship of the parties on such past comparable project[s]). The Proposer attached the most current resume of the

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qualifications and experience of professional, programming, technical, and training staff that would be assigned to this project.

4.2.2.7 Training – 15 points

The Proposer provided 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*.

4.2.2.8 Maintenance and Support – 20 points

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

4.2.3 Review Pricing Proposal for the NYCRR

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

The pricing proposal must include one price cost for each deliverable. A range of prices is not acceptable.

The Proposal with the lowest cost will receive the maximum number of points awarded for the cost component (75 points). The other Proposals will receive a proportional score using the formula of $z = (x/y) * 75$ where:

- x = lowest total price;
- y = total price for the Proposal being scored;
- z = normalized price score for the Proposal being scored; and
- 75 = total price points.

4.2.4 Software Demonstrations

DOS may require each Proposer to prepare and present a demonstration of its respective content management system, TRD, electronic filing of rule making notices, and online NYCRR solutions. All presentations will include a brief question and answer session with members of the Proposal Review Team. Proposers should be prepared to present a demonstration within two weeks after the proposal due date. Evaluators will have the opportunity to revise their technical scores based on information presented during these demonstrations.

4.2.5 Contractor Interviews

DOS reserves the right to interview the top Contractors as ranked by DOS after scores from the initial technical evaluation and cost evaluation are combined. The interview will provide an opportunity for DOS to substantiate and clarify the information contained in the Proposer's proposal. During the interview, DOS staff will ask questions to gain a better understanding of the Proposer's project approach, experience and staff qualifications. Evaluators will have the opportunity to revise their technical scores based on information presented during these interviews.

4.2.6 Facility Demonstration

DOS may require each Proposer to demonstrate their ability to print the Register and NYCRR for the Proposal Review Team. Such demonstrations will be held at the facility used to print these publications and should show how these facilities are capable of meeting the needs of DOS. The Proposer is responsible for all costs associated with such demonstrations, including travel expenses. Evaluators will have the opportunity to revise their technical scores based on information presented during these demonstrations.

4.2.7 Total Evaluation Score

The final technical score for each Proposal will be derived by averaging the raw technical score from each reviewer to arrive at the final technical score. The final technical score plus the final pricing score for each Proposal will be added to provide a total combined score for each Proposal. One award will be made to the responsive and responsible Proposer with the highest total combined score.

5 ADMINISTRATIVE REQUIREMENTS AND CLAUSES

5.1 Terms and Conditions

5.1.1 Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local laws, codes, ordinances, statutes, rules and regulations now and hereafter in effect.

The Contractor, including its agents, successors and/or assigns and Contractors and subcontractors shall obtain all necessary licenses, certificates and other approvals required by law to fulfill the Contractor's obligations under the Contract at its sole expense. The Contractor shall furnish copies of such documentation to the State upon request.

5.1.2 Ethics Compliance

All Proposers/Contractors and their employees must comply with the requirements of sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with the State of New York. In signing the Proposal, Proposer certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the State of New York and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of Contract, and/or other civil or criminal proceedings as required by law.

5.1.3 State's Reserved Rights

DOS reserves the right to:

- (1) reject any or all proposals received in response to the RFP;
- (2) withdraw the RFP at any time, at the agency's sole discretion;
- (3) make an award under the RFP in whole or in part;
- (4) disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFP;
- (5) seek clarifications and revisions of Proposals;
- (6) use proposal information obtained through site visits, management interviews and the State's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;

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- (8) prior to the Proposal opening, direct Proposers to submit Proposal modifications addressing subsequent RFP amendments;
- (9) change any of the scheduled dates;
- (10) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- (11) waive any requirements that are not material;
- (12) negotiate with the successful Proposer within the scope of this RFP in the best interests of the State;
- (13) if unsuccessful in negotiating a State contract with the selected applicant within an acceptable timeframe, DOS may begin State contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the State;
- (14) utilize any and all ideas submitted in the Proposals received;
- (15) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the Proposal opening;
- (16) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's Proposal and/or to determine a Proposer's compliance with the requirements of this RFP;
- (17) waive or modify minor irregularities in applications received;
- (18) not fund an application that fails to submit a clear and concise work plan or budget;
- (19) adjust or correct cost figures with the concurrence of the Proposer if errors exist and can be documented to the satisfaction of DOS and the State Comptroller;
- (20) award more than one contract resulting from this RFP;
- (21) in its sole discretion, determine the total number of awards to be granted pursuant to this RFP; and
- (22) in the event that a workplan submitted post-award during contract negotiations is substantially different from the application submitted through the procurement process, DOS reserves the right to require modifications to the workplan to bring it into conformance with the application. If no such modifications are made and approved within a reasonable time period, DOS may rescind the award and make funding available to the next highest scoring responsible and responsive Proposer.

5.1.4 Nondisclosure and Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access. This representation shall

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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

CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.1.6 Press Releases

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by DOS, which written approval shall not be unreasonably withheld or delayed provided, however, that DOS can withhold or deny approval for publication of any information which it deems to be a security risk. Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

5.1.7 Prime Contractor Responsibilities

DOS will contract only with the successful Proposer who is the prime Contractor. DOS considers the prime Contractor to be the sole Contractor with regard to all provisions of the RFP and the contract resulting from the RFP.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this RFP.

5.1.8 Subcontractors

Before any part of the contract shall be sublet, the Contractor shall submit to DOS in writing, the name of each proposed subcontractor and obtain written consent to utilize such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director may require concerning the proposed subcontractor's ability and qualifications.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the Contract Documents including, but not limited to the General Conditions and Requirements.

5.2 Appendix A

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

5.3 Contractor Requirements And Procedures For Participation By New York State-Certified Minority And Women-Owned Business Enterprises, Equal Employment Opportunities For Minority Group Members And Women, And Service-Disabled Veteran-Owned Businesses

I. General Provisions

- A. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Agency hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Agency has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials being provided under the Contract.

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- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to make good faith efforts to meet the established MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the Contract, Section 12 – Federal Equal Employment Opportunity Act. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Additional Notices and Explanations Regarding the MWBE Program and Successful Applications to this Request for Applications:

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If your project is selected for an award, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

If an applicant chooses to move forward with a project prior to any award announcement, they are responsible for meeting MWBE requirements established by the State of New York. The requested plan, as described herein, is intended to help an applicant think about how to comply with the regulations and provide information showing their due-diligence to comply with the MWBE requirements.

Successful applicants notified by the NYS Contract System (System) that a record for the submission of the utilization plan has been created, must comply with this requirement by entering the Utilization Plan data in the System through the Statewide Utilization Management Plan (SUMP) module.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

SERVICE-DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

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The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: <https://www.ogs.ny.gov/veterans/>.

5.4 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall provide copies of required insurance certificates to DOS evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to DOS.

Certificate acceptance and/or approval by DOS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers acceptable to DOS; shall be primary and non-contributing to any insurance or self-insurance maintained by DOS; shall be endorsed to provide written notice be given to DOS, at least 30 days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to LuAnn Hart, NYS Department of State, Bureau of Fiscal Administration, One Commerce Plaza, 99 Washington Avenue, Suite 1110, Albany, NY 12231, Bid #18-ADM-11 and shall name NYS Department of State as certificate holder thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The NYS Department of State as certificate holder requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

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The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or fail to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than 30 days prior to the expiration date or renewal date, the Contractor shall supply to DOS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- (1) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent Contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse and underground coverage.
 - (a) If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- (2) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- (3) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOS arising from Contractors work.
 - (a) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery

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- period exercised, for a period of not less than two years from the time work under this Contract is completed.
- (b) If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - (i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- (4) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
- (a) Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 - (b) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- (5) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOS, or, if such waiver is unobtainable (a) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOS or (b) any other form of permission for the release of DOS.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DOS's immediate termination of any contract resulting from this RFP, subject only to a five business day cure period. Any termination by DOS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DOS of State its agents and employees therefore for lost profits or any other damages.

- (6) Workers' Compensation/Disability Insurance. Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory

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requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF OF COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, Contractors shall:

- (1) be legally exempt from obtaining workers' compensation insurance coverage;
or
- (2) obtain such coverage from insurance carriers;
or
- (3) be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);

Or

- (2) Certificate of Workers' Compensation Insurance:
 - (a) Form C-105.2 (9/07) if coverage is provided by the Contractor's insurance carrier, Contractor must request its carrier to send this form to DOS;
or
 - (b) Form U-26.3 if coverage is provided by the State Insurance Fund, Contractor must request that the State Insurance Fund send this form to DOS;
or
 - (c) Certificate of Workers' Compensation Self-Insurance - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;

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or

- (d) Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2, available from the Contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, Contractors shall:

- (1) be legally exempt from obtaining disability benefits coverage;
or
(2) obtain such coverage from insurance carriers;
or
(3) be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
or
(2) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to DOS;
or
(3) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name DOS as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

5.5 Web Accessibility Statement

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the Contract will comply with NYS Office for Technology Policy NYS-P08-005 Accessibility of Web-Based Information and Applications. as such policy may be amended, modified or superseded, which requires that State agency web-based intranet and internet information and applications are accessible to persons with disabilities.

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The Office of Technology Services relating to New York State web sites may be found at:
<http://www.its.ny.gov>

5.6 NYS Vendor Responsibility Questionnaire

DOS conducts a review of prospective Contractors (Proposers) to provide reasonable assurances that the Proposer is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Proposer agrees to fully and accurately complete and submit the "Questionnaire". The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

DOS strongly recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

In order to assist the State in determining the responsibility of the Proposer, the Proposer should complete and certify (or recertify) the Questionnaire no more than six months prior to the bid due date. Please note that a Proposer's Questionnaire cannot be viewed by DOS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is found by the State that the Proposer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

This section shall also apply to any proposed subcontractor performing services under the contract in excess of \$100,000.00, or at the discretion of DOS.

5.7 Tax Law Section 5-A

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded State contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

If awarded a contract, Form ST-220-CA must be filed with the procuring covered agency certifying that the Contractor filed the ST-220-TD with DTF. Proposed Contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <https://www.tax.ny.gov/>

5.8 Permissible Contacts/Restrictions On Communications

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOS and a proposer during the procurement process. An Offerer/Proposer is restricted from making contacts

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from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on DOS’s website: <https://www.dos.ny.gov/procurement/index.htm>

5.9 Non-Collusive Bidding Certification

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

5.10 Debriefings/Protests

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing within 10 days of receipt of notice of award to the same address to which applications are submitted.

In the event unsuccessful proposers wish to protest the award resulting from this RFP, proposers should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6 REQUIRED ATTACHMENTS

- Attachment 1 Pricing Proposal
- Attachment 2 Lobbying Form
- Attachment 3 Non-Collusive Bidding Certification
- Attachment 4 Proposal Transmittal Sheet

INFORMATIONAL ATTACHMENTS

- Attachment 5 Acronyms and Abbreviated Terms
- Attachment 6 Glossary
- Attachment 7 Sample Contract
- Attachment 8 Sample Mutual Non-Disclosure Agreement
- Attachment 9 Exhibits

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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 |
|--------------------------------------|------------|-----------------------|--------------|-----------------------|---|
| Full Set Sale | | | | | |
| New Full Set with Binder | | 130 | | 130 | |
| New Full Set without Binder | | 65 | | 65 | |
| Annual Supplementation (Full Set) | | 130 | | 130 | |
| Partial Unit Sale with Binder | | | | | |
| 1st Volume | | 50 | | 100 | |
| 2nd Volume | | 50 | | 100 | |
| 3rd Volume | | 50 | | 100 | |
| 4th Volume | | 50 | | 100 | |
| 5th Volume | | 50 | | 100 | |
| 6th Volume | | 50 | | 100 | |
| 7th Volume | | 50 | | 100 | |
| 8th Volume | | 50 | | 100 | |
| 9th Volume | | 50 | | 100 | |
| 10th Volume | | 50 | | 100 | |
| 11th Volume | | 50 | | 100 | |
| 12th Volume | | 50 | | 100 | |
| 13th Volume | | 50 | | 100 | |
| 14th Volume | | 50 | | 100 | |
| 15th Volume | | 50 | | 100 | |
| 16th Volume | | 50 | | 100 | |
| 17th Volume | | 50 | | 100 | |

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

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| Item | State Rate | Estimated Quantities* | Private Rate | Estimated Quantities* | Total (Column B x Column C) + (Column D x |
|---|------------|-----------------------|--------------|-----------------------|---|
| Partial Unit Sale without Binder | | | | | |
| 1st Volume | | 50 | | 100 | |
| 2nd Volume | | 50 | | 100 | |
| 3rd Volume | | 50 | | 100 | |
| 4th Volume | | 50 | | 100 | |
| 5th Volume | | 50 | | 100 | |
| 6th Volume | | 50 | | 100 | |
| 7th Volume | | 50 | | 100 | |
| 8th Volume | | 50 | | 100 | |
| 9th Volume | | 50 | | 100 | |
| 10th Volume | | 50 | | 100 | |
| 11th Volume | | 50 | | 100 | |
| 12th Volume | | 50 | | 100 | |
| 13th Volume | | 50 | | 100 | |
| 14th Volume | | 50 | | 100 | |
| 15th Volume | | 50 | | 100 | |
| 16th Volume | | 50 | | 100 | |
| 17th Volume | | 50 | | 100 | |
| Annual Supplementation (per volume) | | 50 | | 100 | |
| Price Per Binder | | 25 | | 50 | |

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

Attachment 2 Lobbying Form

**NYS Department of State – Printing and Distribution of the NYCRR and State Register
RFP 18-ADM-11**

Proposer Name:
Proposer Address:
Proposer Vendor ID No:
Proposer Fed ID No:

A. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Proposer affirms that it understands and agrees to comply with the procedures of the Department of State relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between the Department of State (DOS) and an Offerer during the procurement process. An Offerer/proposer is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the DOS and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this Request for Proposal. DOS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

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1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
No Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

2. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

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(Add additional pages as necessary)

B. Offerer/Proposer certifies that all information provided to the Department of State with respect to State Finance Law §139-k is complete, true and accurate.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(Email Address)

Attachment 3 Non-Collusive Bidding Certification

**NYS Department of State – Printing and Distribution of the NYCRR and State Register
RFP 18-ADM-11**

By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Proposer's Name

By:

Signature

Date

Print:

Name: _____

Title: _____

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Attachment 4 Proposal Transmittal Sheet

**NYS Department of State – Printing and Distribution of the NYCRR and State Register
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| | | |
|--|--|---|
| <i>Name of Proposer Organization (Legal name as it would appear on a contract)</i> | | |
| <i>Mailing Address (Street address, P.O. Box, City, State, ZIP Code)</i> | | |
| Federal Employee Identification Number: | | NYS Vendor ID: |
| If NYS Certified: | | |
| Minority-owned Business Enterprise (MBE) <input type="checkbox"/> | Woman-owned Business Enterprise (WBE) <input type="checkbox"/> | Service-Disabled Veteran-owned Business Enterprise (SDVOB) <input type="checkbox"/> |
| Person authorized to act as the contact for this firm in matters regarding this proposal: | | |
| Printed Name (<i>First, Last</i>): | | Title: |
| Telephone number: | | Fax number: |
| E-mail: | | |
| Person authorized to obligate this firm in matters regarding this proposal or the resulting contract: | | |
| Printed Name (<i>First, Last</i>): | | Title: |
| Telephone number: | | Fax number: |
| E-mail: | | |
| (CORPORATIONS) Name/Title of person authorized to sign this proposal on behalf of the organization: | | |
| Printed Name (<i>First, Last</i>): | | Title: |

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By signing this form below, you certify that:

- you are authorized on behalf of the applicant and its governing body to submit this application and to bind the Proposer to comply with the requirements listed in this RFP;
- the Proposer agrees to all terms and conditions contained in the draft contract attached hereto as Attachment 7;
- all of the information contained in this application and in all statements, data and supporting documents are true, correct and complete to the best of your knowledge and belief; and
- the proposal price submitted on the Pricing Proposal will remain valid for a minimum of 365 days from the date of submission.
- by submission of this proposer, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Signature of Authorized Representative

Date

Attachment 5 Acronyms and Abbreviated Terms

| | |
|----------------------|---|
| ADA: | The Americans with Disabilities Act |
| API: | Action Pending Index |
| ARRC: | Administrative Regulation Review Commission |
| COMPTROLLER: | Office of the State Comptroller |
| CONUS: | Continental United States |
| DAR: | Division of Administrative Rules |
| DOS: | Department of State |
| ET: | Eastern Time |
| FI: | Filing instructions for the Official NYCRR supplement |
| GAAP: | Generally Accepted Accounting Principles |
| ISO: | New York State Information Security Officer |
| ITS: | Office of Information Technology Services |
| NYCRR: | New York Codes Rules and Regulations |
| PLAN: | Business Continuity Disaster Recovery Plan |
| PPI: | Producer Price Index |
| PROJECT TEAM: | Project Team of Employees, Vendors, Subcontractors or Partner Companies |
| QI: | Quarterly Index |
| REGISTER: | State Register |
| RFP: | Request For Proposal |
| SAPA: | State Administrative Procedure Act |
| SECRETARY: | Secretary of State |
| TCP: | Table of Current Pages in the Official NYCRR |
| TENDERS: | Offers |

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TOC: Table of Contents for the Official NYCRR

TRD: Tracking/Recordkeeping Database

UAT: User Acceptance Testing

Attachment 6 Glossary

Administrative Note: An Annotation to the official NYCRR researched and prepared by the Contractor; required for each important administrative determination or order that interprets, construes, defines, or applies to the whole or any part of a rule; may be limited to opinions, decisions, and orders of the Attorney General, Comptroller and Department of Education — plus other State agencies to the extent their opinions, decisions, and orders are available

Advance Sheet: the soft-covered publication that contains reported decisions that are printed periodically, and that are issued to subscribers prior to the publication of the prepared hard cover edition of the reporter

Agency: see State agencies

Annotations: Case Notes, Administrative Notes and a Table of Current Pages or other such reference that may be implemented to help subscribers verify the content of any given volume; prepared by the Contractor and located in separate sections at the back of every volume of the official NYCRR applicable to the rules and regulations contained in that volume

Bidder: see Proposer

By-Product(s): any partial reprint or alternative media edition to be drawn from the official NYCRR database

Case Note: An Annotation to the official NYCRR researched and prepared by the Contractor; required for each important State and Federal court decision that interprets, construes, defines, or applies to the whole or any part of a rule in the official NYCRR

Content: a set of interrelated text files that are created, stored and managed by a text management system; includes the full text of the official NYCRR with narrative tables, historical notes and statutory authority, stored in electronic format, retrievable from an online system based on predefined parameters (page, section number, section name and/or other defined method) and capable of being added to, revised or deleted (also: official NYCRR database)

Content Management System: software that controls the creation, organization, storage, retrieval, update and security of long or unlimited lengths of text, tables and graphics; implies flexible retrieval capabilities that can search for text based on a variety of criteria

Contractor: the successful awardee of a contract pursuant to this RFP

Director: the Director of the Division of Administrative Rules at DOS

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Division of Administrative Rules: the office within DOS that accepts and reviews agency filings and causes to have published the NYCRR and Register

Filing: receipt and acceptance by DOS of a rule making action or other submission for publication in the Register and/or NYCRR

Goods and Services: all materials, services, supplies, and equipment to be provided under the terms of the contract

Historical Notes: the text following each Part and section in the official NYCRR that describes the most recent action taken, the date the rule was filed and the effective date; created by DOS-DAR

Incorporation by Reference: in New York State, rule making agencies may incorporate material into a rule by referencing the material in a specific way original publications must be filed with DOS and provided to 12 Supreme Court Law Libraries across New York State and official NYCRR text must clearly reference the publication in question and state how it may be obtained

Index: a two-volume printed subject reference compiled and produced by the Contractor and available for purchase

NYCRR: any or all volumes of the *Official Compilation of Codes, Rules and Regulations of the State of New York*, the index or its supplementation which is produced for the Secretary of State pursuant to Section 102 of the Executive Law. The NYCRR may also be referred to as the Official Compilation or Compilation. It is the equivalent of what some states refer to as their administrative code or administrative rules

Official NYCRR: the print version of the NYCRR to be created as a requirement of this RFP and which shall contain the full content of the NYCRR; this version can be read into evidence in a court of law. It is also referred to as the green books

Official NYCRR Database: the system to be converted from its current form created by the current Contractor as a requirement of this RFP and which shall contain the full content of the NYCRR

Proclamation: a supplement of the Register; a computer-generated list of corporations dissolved pursuant to Section 203-a of the Tax Law that is published in limited quantities (65) each March, June, September and December

Proposer: shall mean any person, partnership, corporation or other authorized firm submitting a proposal to DOS pursuant to this RFP

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Quarterly Index: a supplement to the Register; a cumulative list of all rule making activity including date and action taken, that is published each April, July, October and January

Rate Making Rule: proposed rule relating to the amendment of rates by an agency; this type of proposed rule does not expire

Register: any or all volumes of the weekly *New York State Register*; for subscription purposes, this includes the *Quarterly Index*

Regulatory Review Unit: a unit within the Division of Budget

Rule Making Agencies: those agencies, departments, boards and authorities of New York State that are required to comply with SAPA regulations regarding public comment periods prior to adoption of rules; and certain other agencies such as the Division of Military and Naval Affairs and State Police who file material with DOS for publication in the NYCRR, but who are exempt from SAPA notice requirements

Semi-Monthly Supplementation: the amended pages for all rules received by DOS in any semi-monthly period: all rules filed on or between the 1st and the 15th of any month become that month's first supplement and all rules filed on or between the 16th and the last day of any month become that month's second supplement (24 supplements per year)

Senate and Assembly Administrative Regulation Review Commission: the New York State Senate and Assembly each have an ARRC office to review agency rule making activities (largely to monitor and ensure compliance with legislative intent)

State Administrative Procedure Act: includes the definitions and procedures under which Rule Making Agencies formulate and adopt codes, rules and regulations found in the NYCRR and notices which are published in the Register (McKinney's Consolidated Laws of New York, Annotated, Book 56A)

State Agencies or Agency: any department, agency, board or authority of New York State; generally same as Rule Making Agency(ies) in this RFP

Statutory Authority: the legal citation that refers to the authorizing legislation under which the agency adopts subsequent rules; generally located as preface text at the beginning of each Part

Subscriber: a person who agrees to receive and pay for a periodical or service for a specified amount of time

Subscription: an agreement for providing or receiving something of a continuing or periodic nature

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Supplement: the pages of the printed loose-leaf NYCRR distributed to subscribers to add new text, replace or amend pages

System: an integrated configuration of hardware and software to be provided by the Contractor to store, access, retrieve, update and print data contained in the Content Management System

Table of Current Pages: an Annotation to the NYCRR prepared by the Contractor to help subscribers verify the content of any given volume (DOS will review vendor recommendations, if any, to replace the Table of Current Pages with an alternative format)

Text: the actual words in a piece of writing; the wording

Tracking/Recordkeeping Database: an organized, comprehensive collection of detailed data including, but not limited to, the file, effective and expiration dates and related statements of action taken regarding rule making notices submitted for publication in the Register, statutory authority, incorporation-by-reference identification (library location) number and agency contact information, stored in magnetic medium and retrievable from an on-line system based on predefined parameters (date, ID number, agency name and /or other defined method) and capable of being added to, revised or deleted

Unofficial NYCRR: an electronic version of the NYCRR, excluding Historical Notes and Annotations accessible via DOS's website at no cost to the general public

Attachment 7 Sample Contract

CONTRACT BETWEEN
NEW YORK STATE DEPARTMENT OF STATE AND
...
FOR THE PRODUCTION AND DISTRIBUTION OF THE OFFICIAL COMPILATION
OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK, THE
NEW YORK STATE REGISTER AND OTHER ITEMS

THIS CONTRACT, made as of _____, 2019, by and between the NEW YORK STATE DEPARTMENT OF STATE, 99 Washington Avenue, One Commerce Plaza, Albany, NY 12231 (“Department”) and (“Contractor”), (collectively the “Parties”);

WITNESSETH:

WHEREAS, the Department, by Request for Proposal issued ..., 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.

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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. the body of the Contract;
- c. Exhibit 1 (Request for Proposal);
- d. Exhibit 2 (Contractor's Proposal); and

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. 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 or provisions at a later time.

5. Contract Period.

This Contract shall commence upon approval by the Office of the State Comptroller. 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 Comptroller.

6. Independent Contractor.

The Contractor is an independent Contractor and not an agent or employee of the Department, the State of New York, or any of its agencies. The Contractor shall not represent to any third parties that it is an agent of or otherwise entitled to act on behalf of or bind the Department or the State of New York. Nothing in this Contract shall create or be construed to create any contractual relationship between the Department or the State and any subcontractor, supplier or other third party.

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7. Subcontracting.

The Contractor, with the prior written approval of the Department, may subcontract for all or any portion of the activities covered by this Contract. The Contractor shall take full responsibility for the acts and omissions of its subcontractors in the performance of this Contract. No subcontract shall impair the rights of the Department under this Contract. No contractual relationship shall be deemed to exist between any subcontractor and the Department or the State of New York. The Contractor shall make every reasonable attempt to notify New York State business enterprises, including certified minority-owned and women-owned businesses, of opportunities to participate as subcontractors and suppliers under this Contract.

8. Indemnification.

The Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to any claims, loss or liability for death or personal injury or damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise or result from this Contract, without limitation, and for all other claims, loss or liability which shall arise or result from this Contract, provided, however, that the Contractor shall not be obligated to indemnify the State to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the State.

The State shall give Contractor:

- a. prompt Notice of any action, claim or threat of suit, or other suit,
- b. the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and
- c. assistance in the defense of any such action, claim or suit at the expense of Contractor.

In the event that an action or proceeding at law or in equity is commenced against the State arising out of any claim, loss or liability covered by this article that is caused by any intentional or willful act, gross negligence, or negligence of the Contractor, its agents, employees, partners or Subcontractors, which shall arise or result from the Goods, Services, and System supplied under this Contract, and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the State and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract, and to what extent it is

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not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State to appear and defend their interests in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses the State may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

Indemnification of the Contractor by the State is prohibited under the Contract.

Indemnification Related to Infringement

The Contractor will also defend, indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided:

- a. such claim arises solely out of the Goods, Services, and System as supplied by the Contractor, and not out of any modification to the Goods, Services, and Systems made by the State or by someone other than Contractor at the direction of the State without Contractor's approval; and
- b. State gives Contractor prompt notice of any such action, claim suit or threat of suit alleging infringement.

The State shall give Contractor the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against the State in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the State's negligent act, failure to act, gross negligence or willful misconduct.

If usage of Goods, Services, or Systems shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, to take action in the following order of precedence:

- a. to procure for the State the right to continue usage;
- b. to modify the Goods, Services, or Systems so that usage becomes non-infringing, and is of at least equal quality and performance; or
- c. to replace such Goods, Services, or System, or parts thereof, as applicable, with non-infringing Goods, Services, or Systems of at least equal quality and performance.

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If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the State is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action at law or in equity is commenced against the State arising out of a claim that the State's use of the Goods, Services, or System under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, the Contractor shall immediately notify the State and the Office of the Attorney General in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. The Contractor shall in such event protect the interests of the State and seek to secure a continuance to permit the State to appear and defend their interests in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses the State may have. This constitutes the State's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

9. Force Majeure.

Neither party shall be liable for losses, defaults or damages under this Contract which result from delays in performing, or the inability to perform, all or any of the obligations or responsibilities imposed on either party pursuant to the terms and conditions of this Contract due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, force majeure or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

10. Termination.

a. NOT FOR FAULT:

This Contract may be terminated upon mutual written agreement of the Department and the Contractor.

b. FOR FAULT:

i. In the event that the Department determines that the Contractor has failed to comply with the material terms and conditions of this Contract (as determined by the Department), any of the certifications to which the Contractor has certified in the Proposal Form or with any Federal, State or local law, rule, regulation, policies or procedures with which the failure to comply would materially adversely affect this Contract, the Department shall notify the Contractor.

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ii. Such notice shall specify such failure to comply and unless otherwise prohibited by statute, shall specify a reasonable period, but not less than 30 days from receipt of the notice, that the Contractor has to correct such failures.

iii. The Department reserves the right to suspend all work during the period provided in the notice.

iv. If the Contractor does not correct such failures during any period which may be provided for in the notice, the Contract shall be deemed to be terminated after the expiration of the period provided in such notice.

11. Remedies for Breach.

If the Contractor fails to observe or perform any term or condition of the Contract the State may exercise all rights and remedies available at law or in equity. It is understood and agreed that the rights and remedies available to the State in the event of the Contractor's breach or failure to observe or perform any term or condition shall include, but not be limited to, the following:

- a. Cover/Substitute Performance. In the event of Contractor's material, uncured breach, the State may, with or without issuing a formal Solicitation:
 - i. (i) purchase from other sources; or
 - ii. (ii) If the State is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Goods, Services, or Systems of equal or comparable quality, the State may acquire acceptable replacement Goods, Services, or Systems of lesser or greater quality.
- b. Bankruptcy. In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Contract, the State may, at its discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.
- c. Reimbursement of Costs Incurred. The Contractor agrees to reimburse the State promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Goods, Services, or Systems. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on

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the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

- d. Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the State may obtain replacement Goods, Services, or Systems temporarily and the cost of the replacement Goods, Services, or Systems shall be charged to the Contractor without penalty or liability to the State.
- e. Deduction/Credit. Sums due as a result of these remedies may be deducted or offset by the State from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the State the amount of such claim or portion of the claim still outstanding, on demand. The State reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

12. Federal Equal Employment Opportunity Act.

The Contractor shall assure compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

13. Nonsectarian.

Services performed pursuant to this Contract are secular in nature and shall be performed by the Contractor in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

14. Personal Information.

a. The Contractor shall maintain information relating to individuals who may receive services pursuant to this Contract in conformity with applicable provisions of law, rules and regulations.

b. The Contractor, its officers, employees, agents, successors and assigns shall not disclose or release, other than may be required by this Contract, any information obtained in the course of its performance.

15. No Additional Terms.

No additional or alternative terms and conditions may be incorporated by the Contractor into the Contract by unilaterally affixing them to the Goods, Services, or Systems upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon

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delivery, or other documents) or by incorporating such terms and conditions onto order forms, contracts or other documents forwarded by the Contractor for payment, notwithstanding the State's subsequent acceptance of Goods, Services, or Systems, or that the State has subsequently processed such document for approval or payment.

16. Proposal Ownership.

All proposals and accompanying documentation become the property of the State of New York and will not be returned. DOS reserves the right to use any portions of the Proposer's proposal not specifically noted as proprietary.

17. Cooperation with Third Parties.

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the State, as necessary to ensure delivery or performance of Goods, Services, or System and fully perform and observe the terms and conditions of the Contract.

18. Extensions/Amendments.

a. This Contract may be amended to extend the Contract period for one individual extension period of five years, upon mutual agreement of both Parties, under the Pricing Schedule provisions specified on the Proposal Form, and shall be deemed fully executed when approved by and filed in the Office of the State Comptroller.

b. Other terms or conditions of this Contract may be amended by mutual agreement of both Parties.

c. Any alteration of the terms or conditions of this Contract shall constitute an amendment which shall be in writing and shall not be valid unless signed by the Contractor and, for the Department, signed by the Secretary of State, a Deputy Secretary of State, the General or Deputy Counsel, or the Director of Administration and Management, and shall be deemed fully executed when approved by and filed in the Office of the State Comptroller.

19. Appendix A.

The Contractor shall be bound by the terms and provisions of Appendix A, as revised January, 2014, containing the statutory terms and conditions applicable to contracts to which New York State is a party.

20. Severability.

Any part of this Contract that is contrary to the laws of the State of New York shall not invalidate any other part of this Contract.

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21. Rights and Responsibilities.

The rights, duties and remedies set forth in the elements of this Contract shall be in addition to and not in limitation of rights and obligations otherwise available at law.

22. Headings and Captions.

The headings and captions contained within this Contract are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of this Contract, or any provisions thereof, nor in any way affect this Contract.

23. Integration Clause.

This Contract constitutes the entire understanding of the Parties to it and the Parties agree that there are no understandings, representations or warranties, either express or implied, whether written or oral, made by either Party except as may be expressly set forth herein.

24. Guaranty or Surety Bond.

The Contractor shall furnish, as soon as practicable following execution of this Contract, a surety bond in the amount of \$1,000,000. The conditions of the bond shall be that, in case of failure or refusal on the part of the successful Contractor and/or subcontractors to perform any of the covenants contained in this Contract, the Contractor shall forfeit and pay to the People of the State of New York the sum of \$1,000,000, which sum is hereby agreed upon, not as a penalty but as fixed, stipulated and liquidated damages suffered by the People of New York, to be sued for and recovered by the Attorney General in the name of and for the benefit of the People of the State of New York.

For each day's failure by the Contractor to keep on hand, sell, furnish or deliver the contract product at the established prices in the manner and time fixed by this Contract, provided such failure has not been caused or substantially contributed to by the acts or omissions of the Department or its employees or agents, the Contractor shall forfeit and pay for each and day's failure the sum of two thousand five hundred dollars (\$2,500), hereby fixed and agreed upon, not as a penalty but as fixed, stipulated and liquidated damages suffered by the People aforesaid, the same to be sued for and recovered by the Attorney General, in the name and for the benefit of the said People of New York State, provided that the aggregate of such damages shall not exceed the sum of two hundred fifty thousand dollars (\$250,000).

The bond shall be acceptable to the Secretary of State as to form, manner of execution, and sufficiency of sureties, and shall be delivered in duplicate.

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25. Warranty.

The Contractor warrants and represents that:

Defects shall be corrected promptly by The Contractor at no cost or expense to the State. The Warranty Period shall be for the term of the Contract or for the period of intended use by the State, whichever is longer. The Warranty Period shall be tolled and then extended for the cumulative period during which the Goods, Services, or System requires correction. The Goods, Services, and Systems shall be substantially free from defects in material and workmanship for the Warranty Period.

Any Goods, Services, and Systems acquired by the State shall not contain any known viruses. The Contractor is not responsible for viruses introduced by the State or third parties at the State's site. Goods, Services, and Systems furnished pursuant to this Contract shall be able to accurately process date/time Data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. The Contractor is not responsible for any modification of the Goods, Services, and System made by the State without Contractor's approval. The State shall promptly notify the Contractor of any claim of breach of any warranty provided herein. The rights and remedies of the State are in addition to and do not limit any rights afforded to the State by any other clause of the Contract.

26. Protection of Data, Infrastructure, and Software.

The Contractor shall provide physical and logical security for all data, infrastructure (e.g. hardware, networking components, physical devices), and software related to the services pursuant to this Contract. All data security provisions agreed to by the Parties may not be diminished for the duration of the Contract without prior written agreement by the parties.

The Contractor shall be responsible for backing up all data, having system redundancy, and securing all data in accordance with NYS Office of Information Technology Services policies, available at:
<https://its.ny.gov/tables/technologypolicyindex>

27. No Hardstop/Passive Monitoring.

Contractor hereby warrants and represents that the Goods, Services, and System and all upgrades, do not and will not contain any computer code that would disable or impair in any way their operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Goods, Services, or Systems to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision the State shall not have an adequate remedy at law, including monetary damages, and the State shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the

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continuance of such breach, in addition to any and all remedies to which the State shall be entitled.

28. Data Breach-Required Contractor Actions.

Unless otherwise provided by law, in the event of a data breach, the Contractor shall:

- a. notify the ITS EISO and provide Notice to the State, and contact both by telephone as soon as possible, but in no event more than 24 hours from the time the Contractor confirms data breach;
- b. consult with and receive authorization from the State prior to notifying any affected parties to whom notice of the data breach is required, either by statute or by the State;
- c. coordinate all communication regarding the data breach with the ITS EISO and NYS Department of State (including possible communications with third parties); and
- d. cooperate with the ITS EISO, and any Contractor working on behalf of the NYS Department of State or ITS EISO in attempting to:
 - i. determine the scope and cause of the breach;
 - ii. prevent the future recurrence of such security breaches; and
 - iii. take such corrective actions that the Contractor deems necessary to contain the Data Breach.

Contractor shall provide Notice to the State as to all such corrective actions taken by the Contractor to remedy the data breach. If Contractor is unable to complete the corrective action within the required timeframe, the State may consider such inability as a breach of the contract, and may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the State, or until the State has completed a new procurement for a replacement service system. The Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way impair the authority of the State or the Office of the Attorney General to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA), limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations, or limit the State's other remedies available under the Contract, at law, or in equity.

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29. Transferring of Data.

Except as required for reliability, performance, security, or availability of the services, the Contractor will not transfer data, unless directed to do so in writing by the State. All data shall remain in CONUS.

At the request of the State, the Contractor shall provide the services required to transfer data from existing databases to physical storage devices, to facilitate movement of large volumes of data. The Contractor will provide notice to the State when and if they move the State's data to a new location.

At the end of the contract, Contractor may be required to facilitate the transfer of data to a new Contractor. Department of State will, by notice, prescribe a commonly available format for the data and delivery methodology (physical device, FTP etc.) at the time of data transfer. Contractor shall transfer the Data without charge or compensation. Notwithstanding any of other provision of the contract, in the event of the Contract breach or termination for cause of the contract, all expenses for the transfer of data shall be the responsibility of the Contractor.

Transfers of data may include, but are not limited to, conversion of all data into or from an industry standard format or by the Contractor providing an application programmable interface to complete the transfer of data as required by the State.

30. Secure Data Disposal.

Upon notice by the State, 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 State.

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

For the Contractor

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32. Trade Secrets.

The Contractor claims an exception from the disclosure under Public Officers Law section 87(2)(d) for the following portions of Exhibit 2:

The Department shall not disclose such provisions except in accordance with applicable provisions of the Public Officers Law.

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 the contract prior to the contract start date of August 1, 2019. The Contractor agrees to take any and all steps prior to the Contract start date which may be necessary to meet its obligations under this Contract.

35. 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.

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

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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 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.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below, and the person's signing this Agreement represent and warrant that they are duly authorized to sign on behalf of the respective Parties.

Contractor

By: _____

Name: _____

Title: _____

NYS Vendor ID: _____

Date: _____

The People of the State of New York

By: _____

Name: _____

Title: _____

Date: _____

State Agency Certification:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

APPROVED AS TO FORM

Eric Schneiderman
Attorney General

APPROVED

Thomas P. DiNapoli
State Comptroller

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STATE OF NEW YORK)
) SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally
came _____ to me known and known to me to be the person who
executed the above instrument, who, being duly sworn by me, did for him/herself
depose and say that he/she is a member of the firm of _____, and that
he/she executed the foregoing instrument in the firm name of _____,
and that he/she had authority to sign same, and he/she did duly acknowledge to me that
he/she executed the same as the act and deed of said firm of _____,
for the uses and purposes mentioned
therein.

Notary Public

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and

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available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii)

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said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct

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any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Attachment 8 Sample Mutual Non-Disclosure Agreement

This document, Attachment 8, is provided to vendors as a sample of the typical Mutual Non-Disclosure Agreements they will be asked to sign in order to be granted access to State agency equipment, networks, facilities or data.

Agreement between [Company Name] (hereinafter [Company abbreviation]) a [state] corporation, having a principal place of business at [Company Address] and [Agency] (hereinafter “[Agency abbreviation]”) having a place of business at [Agency Address],

WHEREAS, [Company Abbreviation] and [Agency abbreviation] intend to exchange proprietary information relating to [Company Abbreviation] and [Agency abbreviation]’s work and methods (hereinafter “Confidential Information”)

THEREFORE, the parties agree as follows:

1. Confidential Information means nonpublic information that the disclosing party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes without limitation, information relating to the disclosing party’s software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, development methods, and any system or data security related information. Confidential information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine-readable.
2. Confidential Information shall remain the property of the transmitting party. Receiving party will return all originals, copies and summaries of the Confidential Information at the request of the disclosing party, or certify in writing to disclosing party that all such Confidential Information has been destroyed.
3. The receiving party shall hold Confidential Information in strictest confidence, and shall use the Confidential Information only for the purposes of this Agreement and disclose the Confidential Information only to its employees who have a need to know and who have agreed to abide by the terms of this Agreement prior to disclosure. Receiving party shall take reasonable security precautions, at least as great as precautions it takes to protect its own confidential information, to preserve the confidentiality of the Confidential Information. Further, receiving party agrees to notify disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by receiving party, or its employees or consultants, and will cooperate with disclosing party in every reasonable way to help disclosing party regain possession of the Confidential Information and prevent its further unauthorized disclosure or use.

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4. These restrictions on the use or disclosure of Confidential Information shall not apply to information
 - (i) independently developed by the receiving party, provided that such information is not derived from any data which has been provided by and identified as Confidential Information by the disclosing party; or
 - (ii) lawfully received from another source without breach of this Agreement; or
 - (iii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; or
 - (iv) which at the time of disclosure was known to the receiving party; or
 - (v) is disclosed to unaffiliated third parties without restriction by the disclosing party; or
 - (vi) is disclosed pursuant to law, judicial order, or government regulations so long as the party subject to the law, order, or regulation promptly notifies the other party prior to disclosure and cooperates with the other party in the event that the party owning the Confidential Information elects to contest and/or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise.
5. Notwithstanding any other provisions of this Agreement, the receiving party agrees not to export directly or indirectly, any U.S. source technical data acquired from the disclosing party or any products utilizing such data unless such export is in compliance with the United States Export Laws and Regulations.
6. It is expressly understood and agreed that this Agreement does not grant to either party any exclusive privileges or rights and that either party can contract with third parties for the procurement of comparable products and services.
7. Neither party shall, without first obtaining written consent of the other, use any trademark or trade name of the other or refer to the subject matter of this Agreement in any promotional activity or otherwise with respect to this Agreement or the parties' activities pursuant to this Agreement, nor disclose to others any specific information about the subject matter of this Agreement.
8. Neither this Agreement, nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by either party and the obligations contained in this Agreement shall survive and continue after termination of this Agreement.
9. Each party agrees that (a) the other will be irreparably harmed by the release of its Confidential Information and (b) the injured party would not have an adequate remedy at law in the event of an actual or threatened violation of this Agreement. Accordingly, each party agrees that in the event of an actual or threatened violation of this

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Agreement by one party, the other shall be entitled to an appropriate decree of specific performance for any violation(s) or breach(es) by the receiving party, its employees, agents and/or representatives without the necessity of demonstrating actual damages or that monetary damages would not afford and adequate remedy.

10. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties on such subject matter. This Agreement may be modified only in writing signed by a duly authorized representative of the parties.
11. This Agreement, along with any and all obligations assumed by each party hereto, shall terminate automatically four (4) years from the date of its execution. Upon termination of the Agreement, Confidential Information shall be returned to the disclosing party unless the disclosing party shall provide to the receiving party its written instructions for disposition.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and shall benefit and be binding upon the parties hereto, their respective successors and assigns. Any actions arising under this Agreement shall be brought only in the state or federal courts of New York, and neither party shall commence any judicial proceedings elsewhere even though personal jurisdiction may be proper in other jurisdictions. The parties submit to the personal jurisdiction of the federal and state courts of New York.
13. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[Agency Name]

[Company Name]

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

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Attachment 9 Exhibits

Exhibits

| | | |
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EXHIBIT 1 – Citations

New York State Constitution, Article IV

[Departmental rules and regulations; filing; publication.] §8. No rule or regulation made by any state department, board, bureau, officer, authority or commission, except such as relates to the organization or internal management of a state department board, bureau, authority or commission shall be effective until it is filed in the office of the department of state. The legislature shall provide for the speedy publication of such rules and regulations, by appropriate laws.

New York State Executive Law

§102. Filing and publication of codes, rules and regulations.

1. a. No code, rule or regulation shall become effective until it is filed with the secretary of state, unless a later date is required by statute or is specified by such code, rule or regulation.

b. Each department, board, bureau, officer, authority, commission or other agency of the state, authorized by statute to adopt codes, rules or regulations shall transmit to the secretary of state a certified copy of every such code, rule and regulation except such as relate solely to the organization or internal management of such department, board, bureau, authority, commission or other agency of the state in force at the time of such transmittal or to become effective thereafter, certified by the head of such department, board, bureau, authority, commission or other agency of the state, or if such head is a board or commission, by the chairman or secretary thereof, together with a citation of the statutory authority pursuant to which each such code, rule or regulation was adopted.

c. Any code, rule or regulation which includes in the text thereof any United States statute, or code, rule or regulation previously published in the code of federal regulations or in the federal register, or any previously published data, criteria, standards, specifications, techniques, illustrations or other information reasonably available to regulated parties, shall have set forth in its text a precise identification of such material, including but not limited to: applicable titles, dates, editions, page numbers, section numbers, and authors, the names and addresses of the publisher from whom a copy may be obtained, and the designated office or offices of the adopting agency at which such material is available for public inspection and copying.

d. No amendment to any material identified pursuant to paragraph c of this subdivision shall be effective unless adopted in compliance with the applicable provisions of law and filed with the secretary of state pursuant to this section.

e. The secretary of state shall promulgate rules establishing procedure, forms, style and font for submission of every such code, rule and regulation required to be submitted by this section.

2. Immediately upon adopting any new code, rule or regulation including any rule as defined in the state administrative procedure act, or any amendment to or repeal thereof, except such as relate solely to the organization or internal management of a department, board, bureau, authority, commission or other agency of the state, the original thereof shall be filed in the office of the department of state. Attached thereto shall be a certificate, in a form

prescribed by the secretary of state, citing the statutory authority including particular sections and subdivisions pursuant to which each such change or new code, rule or regulation was adopted, the date of adoption, and the date of publication in the state register of the notice required under the provisions of the state administrative procedure act as well as the date and manner of publication of any additional prior notice required under any other statute. If the action taken shall be exempt from the provisions of the state administrative procedure act and if no other statutory notice requirement shall be applicable the certificate shall so state. Such certificate shall be signed by the head of the department, board, bureau, authority, commission, or other agency of the state, or if such head is a board or commission, by the chairman or secretary thereof, or, in lieu of such signatures, it may be signed by a person designated by such head or chairman aforementioned, provided such designation is made in writing, contains therein the signature of the person designated, and is filed with the department of state. The secretary of state shall reject any rule submitted for filing in the event that either the notice required by subdivision five or six of section two hundred two of the state administrative procedure act, or the attached certificate, reveals that the rule was not adopted in substantial compliance with section two hundred two of such act.

3. It shall be the duty of the secretary of state to prepare a master compilation of all such codes, rules and regulations in such form and order as he may determine. He shall not, however, change the language of any existing code, rule or regulation except a title or explanatory caption; but he shall recommend any such change as he may deem advisable to the department, board, bureau, officer, authority, commission or other agency of the state authorized to adopt such code, rule or regulation. Such master compilation shall include all codes, rules and regulations except such as relate solely to the organization or internal management of a department, board, bureau, authority, commission or other agency of the state, in effect on the first day of January, nineteen hundred forty-five, and which he shall certify as a true copy of the master compilation prepared by him.

4. Publication of all such codes, rules and regulations filed with the secretary of state pursuant to this section shall be provided in the following manner:

a. the secretary of state shall make readily available in his office, for public inspection and copying, the full text of the master compilation;

EXHIBIT 1 – Citations (*continued*)

b. each agency shall make readily available at a designated office or offices of the agency, for public inspection and copying, the full text of all codes, rules and regulations adopted by the agency;

c. at the same time material identified pursuant to paragraph c of subdivision one of this section is filed with the secretary of state, an agency shall transmit a copy of all such material except material that is: (i) a United States statute or a code, rule or regulation published in the Code of Federal Regulations or in the Federal Register; or (ii) readily available without charge on the internet to the legislative library and, within each judicial department of the state, one court law library designated by the chief administrator of the courts; provided that for materials readily available on the internet, the agency shall identify the address at which such materials can be accessed;

d. notwithstanding any provisions of law to the contrary, photocopies of any codes, rules and regulations shall be available to the public upon payment of a fee not to exceed twenty-five cents per page; and

e. the secretary of state shall cause such compilation to be printed; however, he may exclude from such printed compilation any previously published portion of a rule which is precisely identified in the text thereof pursuant to paragraph c of subdivision one of this section.

5. The compilation printed pursuant to paragraph e of subdivision four of this section shall be known as the "official compilation of codes, rules and regulations of the state of New York" and shall presumptively establish the codes, rules and regulations of the state of New York, except such as relate solely to the organization or internal management of a department, board, bureau, authority, commission or other agency of the state, in force and effect on the first day of January, nineteen hundred forty-five. The official supplements to such compilation published as hereinafter provided shall presumptively establish any changes in such codes, rules and regulations and any new codes, rules or regulations except such as relate solely to the organization or internal management of a department, board, bureau, authority, commission or other agency of the state, affected by addition, amendment or repeal, or adopted during the period ending on the thirty-first day of December in any year immediately preceding the publication of such supplement. Nothing in such official compilation or any new edition thereof or official supplement thereto shall be construed as repealing or amending any code, rule or regulation adopted by any department, board, bureau, authority, commission or other agency of the state, and in case of any inconsistency arising through omission or otherwise between the official compilation and such codes, rules and regulations as filed in the office of the secretary of state, the latter shall prevail.

EXHIBIT 1 – Citations (*continued*)

Other applicable statutes related to rule making include but may not be limited to:

STATE ADMINISTRATIVE PROCEDURE ACT

§102. Definitions

§201. Adoption of procedures; plain language

§201-A. Job impact.

§202. Rule making procedure [*including Register notice descriptions*].

§202-A. Regulatory impact.

§202-B. Regulatory flexibility for small businesses.

§202-BB. Rural area flexibility analysis.

§202-D. Regulatory agenda.

§202-E. Guidance documents; availability to public.

§203. Filing; effective date.

§204. Declaratory rulings by agencies.

§204-A. Alternate methods for implementing regulatory mandates.

§205. Right to judicial review of rules.

§206. Overlapping regulations; compliance determinations.

§207. Review of existing rules.

EXECUTIVE LAW, Article 6-A—State Register

145. Definitions.

146. Publication of certain public notices.

147. Schedule of publication.

148. Distribution and fees.

149. Format of state register.

EXHIBIT 2 – NYCRR Samples

CHAPTER I FISH AND WILDLIFE

CHAPTER I

Fish and Wildlife

| | PART |
|--|------|
| Subchapter A Hunting | 1 |
| Subchapter B Trapping | 6 |
| Subchapter C Fishing | 10 |
| Subchapter D Bait and Fishing Devices (Sport Fishing) | 18 |
| Subchapter E Commercial Inland Fisheries | 35 |
| Subchapter F Marine Fisheries | 40 |
| Subchapter G Fish and Wildlife Management Areas and Facilities | 51 |
| Subchapter H Private Fish and Wildlife Facilities. | 150 |
| Subchapter I Miscellaneous Licenses | 170 |
| Subchapter J Miscellaneous Regulations | 180 |

SUBCHAPTER A

Hunting

Note: Since article 11 together with article 13 of the Environmental Conservation Law is known as the Fish and Wildlife Law, sections of either article may be referred to either as sections of the Environmental Conservation Law or the Fish and Wildlife Law (Environmental Conservation Law, §§ 11-0101 and 13-0101).

| PART | |
|------|--------------------------|
| 1 | Single Species |
| 2 | More Than One Species |
| 3 | Reptiles and Amphibians |
| 4 | Species Management Areas |

PART 1

SINGLE SPECIES

(Statutory authority: Environmental Conservation Law, §§ 3-0301, 11-0303, 11-0713, 11-0901, 11-0907, 11-0929, 11-0933, arts. 11, 13)

| | |
|-------------|--|
| Sec. | |
| 1.11 | Deer hunting seasons. |
| 1.13 | Deer management focus areas. |
| DEER | |
| 1.18 | Issuance and use of deer hunting tags. |
| 1.19 | Deer management permit quotas, group sizes, and legal harvest. |
| 1.20 | Deer management permits—application and issuance. |
| 1.21 | Hunting under deer management permits. |
| 1.24 | Special firearms deer season in Suffolk County. |
| 1.26 | Post-season hunting for deer of either sex. |
| 1.27 | Alternative deer harvest strategies. |
| 1.30 | Deer management assistance program. |
| BEAR | |
| 1.31 | Hunting black bear. |
| WILD TURKEY | |

EXHIBIT 2 – NYCRR Samples (continued)

§ 10.3

TITLE 6 ENVIRONMENTAL CONSERVATION

| County | Water | Species | Open Season | Minimum Length | Daily Limit | Method |
|-----------------|---|---------------|---|----------------|--|-----------------------|
| (g) | West Branch Delaware River from Route 17 overpass at Deposit downstream 2.0 miles | Trout | April 1 through October 15 | | Catch and release only | Artificial lures only |
| | | | All angling prohibited from October 16 through March 31 to protect spawning trout | | | |
| (h) | West Branch Delaware River from the lower limit of trout catch and release only section near Deposit downstream to Pennsylvania state line (1.7 miles below Hale Eddy bridge) | Trout | April 1 through October 15 | 12" | 2 | |
| | | | All angling prohibited from October 16 through March 31 to protect spawning trout | | | |
| (5) Cattaraugus | | | | | | |
| (a) | All waters except as listed below | Trout | April 1 through October 15 | Any size | 5 with no more than 2 longer than 12" | Ice fishing permitted |
| (b) | Case Lake, Harwood Lake, New Albion Lake, Red House Lake, Quaker Lake | Trout | All year | Any size | 5 with no more than 2 longer than 12" | Ice fishing permitted |
| (c) | Clear Creek from Wyoming-Cattaraugus County line upstream, Lime Lake outlet, McKinstry Creek | Trout | April 1 through October 15 | 9" | 5 with no more than 2 longer than 12" | |
| (d) | Elm Creek, Elton Creek, Mansfield Creek, Cattaraugus Creek upstream of Springville Dam, Clear Creek (Ellington), Fenton Brook | Trout | October 16 through March 31 April 1 through October 15 | Any size | Catch and release only 5 with no more than 2 longer than 12" | Artificial lures only |
| (e) | All waters in Allegany State Park except Quaker Lake and Red House Lake | Trout | October 16 through March 31 April 1 through October 15 | Any size | Catch and release only 5 with no more than 2 longer than 12" | Artificial lures only |
| (6) Cayuga | | | | | | |
| (a) | All waters except those listed below | Trout | April 1 through October 15 | Any size | 5 with no more than 2 longer than 12" plus 5 brook trout less than 8" | |
| (b) | Cross Lake, Seneca River | Northern pike | First Saturday in May through March 15 | 22" | 5 | Ice fishing permitted |

EXHIBIT 2 – NYCRR Samples (*continued*)

(v) Required safety equipment must be provided at site.

(vi) Warning signs of a minimum 36" × 24" size with safety conditions and methods for summoning CPR certified individual, when CPR trained staff is required, must be posted. The warning sign must state:

Two or more adults (18 years of age or older) must be present at the beach when the bathing facility is in use, with at least one adult on the beachfront.

Children less than 16 years of age must at all times be accompanied by an adult responsible for their safety and behavior while at the bathing facility.

Swim only within the designated bathing area.

Method of summoning on-premise CPR staff (only where CPR trained staff is required).

Location of free telephone and numbers to contact.

(vii) The bathing facility operator shall provide to all patrons a written statement or brochure. Only patrons who have received this statement may use the bathing facility. The brochure or statement must state at least the following:

NEVER SWIM ALONE. A minimum of two adults, 18 years of age or older, must be present whenever this swimming facility is in use.

THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 16 years of age must be accompanied by a parent or guardian.

IN AN EMERGENCY, NOTIFY THE FACILITY OPERATOR AND CONTACT HELP AS SOON AS POSSIBLE. A free telephone is provided at this facility (define location). Telephone numbers for the nearest emergency medical service are posted.

Only use this facility during posted hours of operation and swim only in the designated bathing area.

Don't drink alcohol and swim.

(b) *Lifesaving equipment and safety lines.* (1) Lifesaving equipment shall be readily accessible at all bathing beaches. Minimum equipment shall include:

(i) a first aid kit, which may be any commercially prepared 24-unit kit or, a supply of bandaids, bandage compresses and self-adhering gauze bandages; and a pocket face mask or face shield with a one way valve to assist with CPR;

(ii) at Supervision Level I and IIb bathing beaches: one rescue tube or a torpedo buoy with an attached line for each lifeguard required by this section; a rescue board or lifeboat in compliance with section 6-2.19, item 6.2.1 (board/boat specifications) of this Subpart and a full size commercially available spine board or a spine board six feet long and a minimum 16 inches wide provided with straps to aid in immobilization of a victim and hand holds; and

(a) At ocean surf beaches, at least one automated external defibrillator shall be provided by the operator and maintained on-site. The beach operator shall implement a PAD program as defined in section 6-2.2(i) of this Subpart and maintain the following records on-site for inspection:

(1) a copy of the collaborative agreement between an emergency health care provider and the ocean surf beach operator;

(2) a copy of the notification to the regional emergency medical services council of the existence, location, and type of automated external defibrillator; and

(3) the records of automated external defibrillator maintenance and testing specified by the manufacturer's standards;

(iii) at Supervision Level IV bathing beaches or temporary residence bathing beaches using Supervision Level III in accordance with section 6-2.17(a)(1)(ii) of this Subpart: one U.S. Coast Guard approved ring buoys at least 18 inches in diameter fitted with a quarter-inch diameter line a length of 50 feet, and a reaching pole, 15 feet long.

(2) Each lifeguard stand shall be equipped with a whistle or megaphone, and an umbrella or sunshade.

(3) Elevated lifeguard chair(s) shall be provided at all level I and IIb beaches. A minimum of one chair is required for each 50 yards of supervised beach front or at locations described in the

EXHIBIT 3 – NYCRR Filing Instructions

Filing Instructions

*Official Compilation of
Codes, Rules and Regulations
of the State of New York*

SUPPLEMENT JANUARY 31, 2018

Note: This supplement contains all amendments to the title and volume indicated below filed with the Department of State during the period of January 16, 2018-January 31, 2018.

TITLE 8 EDUCATION

VOLUME 8A-1

| REMOVE THESE PAGES: | | INSERT THESE PAGES: |
|------------------------|----------|---------------------|
| ix to xii | 12-15-17 | ix to xii |
| 285 to 286.1 | 12-15-17 | |
| 287 to 290 | 05-31-16 | |
| 291 to 292 | 11-15-17 | 285 to 292.4 |
| 292.1 to 292.2 | 12-15-17 | |
| 292.3 to 292.4 | 06-30-17 | |
| 328.33 to 328.34.4 | 12-15-17 | |
| 328.34.5 to 328.34.16 | 05-15-17 | |
| 328.34.17 to 328.34.18 | 06-30-17 | 328.33 to 328.34.23 |
| 328.34.19 to 328.34.21 | 05-15-17 | |
| 328.53 to 328.54 | 10-31-17 | |
| 328.55 to 328.56.2 | 12-15-17 | 328.53 to 328.62 |
| 328.57 to 328.60 | 05-15-17 | |
| 682.11 to 682.14.1 | 06-30-15 | 682.11 to 682.14.1 |

Filing Instructions

*Official Compilation of
Codes, Rules and Regulations
of the State of New York*

SUPPLEMENT JANUARY 31, 2018

Note: This supplement contains all amendments to the title and volume indicated below filed with the Department of State during the period of January 16, 2018-January 31, 2018.

TITLE 11 INSURANCE

VOLUME 11A

| REMOVE THESE PAGES: | | INSERT THESE PAGES: |
|---------------------|----------|---------------------|
| ix to xii | 12-31-17 | ix to xii |
| 1 to 6.1 | 10-31-17 | 1 to 6.1 |
| 7 to 12 | 10-31-17 | 7 to 12 |
| 103 to 107 | 10-31-17 | 103 to 107 |
| 151 to 153 | 10-31-17 | |
| 155 to 156 | 06-30-17 | 151 to 157 |
| 157 | 10-31-17 | |
| 171 to 178.2 | 10-31-17 | |
| 178.2.1 | 10-15-17 | 171 to 178.2.1 |

Filing Instructions

*Official Compilation of
Codes, Rules and Regulations
of the State of New York*

SUPPLEMENT JANUARY 31, 2018

Note: This supplement contains all amendments to the title and volume indicated below filed with the Department of State during the period of January 16, 2018-January 31, 2018.

TITLE 14 MENTAL HYGIENE

VOLUME 14D

| REMOVE THESE PAGES: | | INSERT THESE PAGES: |
|---------------------|----------|---------------------|
| ix to xi | 01-15-18 | ix to xi |
| 6,085 to 6,100 | 07-20-17 | 6,085 to 6,100 |

EXHIBIT 4 – NYCRR Volume Page Counts

As of December 31, 2017

Compiled from statistical reports provided by West.

| Title & Volume | Page Count as of 12-31-2017 | Title & Volume | Page Count as of 12-31-17 |
|---|-----------------------------|---------------------------------------|---------------------------|
| Agriculture and Markets, Department of | | Title 9 Volume E | 426 |
| Title 1 Volume A | 688 | Title 9 Volume E-1 | 526 |
| Title 1 Volume B | 714 | Title 9 Volume E-2 | 550 |
| Audit and Control, Department of | | Title 9 Volume F | 896 |
| Title 2 | 924 | Title 9 Volume G | 535 |
| Banking Department | | Health, Department of | |
| Title 3 Volume A | 436 | Title 10 Volume A | 766 |
| Title 3 Volume B | 530 | Title 10 Volume A-1 | 424 |
| Civil Service, Department of | | Title 10 Volume A-1A | 642 |
| Title 4 | 374 | Title 10 Volume A-2 | 570 |
| Economic Development, Department of | | Title 10 Volume B | 876 |
| Title 5 | 454 | Title 10 Volume C | 724 |
| Environmental Conservation, Department of | | Title 10 Volume D | 870 |
| Title 6 Volume A | 720 | Title 10 Volume E | 440 |
| Title 6 Volume A-1 | 520 | Insurance Department | |
| Title 6 Volume A-1A | 492 | Title 11 Volume A | 726 |
| Title 6 Volume A-1B | 298 | Title 11 Volume A-1 | 486 |
| Title 6 Volume A-2 | 430 | Title 11 Volume B | 804 |
| Title 6 Volume A-2A | 1130 | Title 11 Volume C | 510 |
| Title 6 Volume A-2B | 326 | Labor, Department of | |
| Title 6 Volume A-2C | 486 | Title 12 Volume A | 348 |
| Title 6 Volume A-3 | 1114 | Title 12 Volume B | 318 |
| Title 6 Volume A-4 | 778 | Title 12 Volume B-1 | 684 |
| Title 6 Volume B | 516 | Title 12 Volume B-2 | 404 |
| Title 6 Volume C | 584 | Title 12 Volume C | 902 |
| Title 6 Volume D | 356 | Title 12 Volume C-1 | 364 |
| Title 6 Volume D-1 | 358 | Law, Department of | |
| Title 6 Volume E | 336 | Title 13 | 822 |
| Title 6 Volume E-1 | 320 | Mental Hygiene, Department of | |
| Title 6 Volume F | 534 | Title 14 Volume A | 262 |
| Corrections and Community Supervision, Department of | | Title 14 Volume B | 614 |
| Title 7 | 674 | Title 14 Volume C | 788 |
| Education Department | | Title 14 Volume D | 450 |
| Title 8 Volume A | 878 | Motor Vehicles, Department of | |
| Title 8 Volume A-1 | 904 | Title 15 Volume A | 826 |
| Title 8 Volume A-2 | 750 | Public Service, Department of | |
| Title 8 Volume A-3 | 320 | Title 16 Volume A | 620 |
| Title 8 Volume B | 772 | Title 16 Volume B | 628 |
| Executive Department | | Title 16 Volume C | 914 |
| Title 9 Volume A | 1052 | Transportation, Department of | |
| Title 9 Volume A-1 | 286 | Title 17 Volume A | 492 |
| Title 9 Volume A-1A | 750 | Title 17 Volume B | 276 |
| Title 9 Volume A-3 | 878 | Title 17 Volume C | 696 |
| Title 9 Volume A-4 | 746 | Social Services, Department of | |
| Title 9 Volume A-4A | 274 | Title 18 Volume A | 904 |
| Title 9 Volume C | 720 | Title 18 Volume A-1 | 444 |
| Title 9 Volume D | 816 | | |

EXHIBIT 4 – NYCRR Volume Page Counts (*continued*)

| Title & Volume | Page Count as of 12-31-2017 |
|-------------------|--------------------------------|
|-------------------|--------------------------------|

Social Services, Department of (*continued*)

| | |
|---------------------|-----|
| Title 18 Volume B | 708 |
| Title 18 Volume B-1 | 614 |
| Title 18 Volume C | 778 |

State, Department of

| | |
|-------------------|-----|
| Title 19 Volume A | 598 |
| Title 19 Volume B | 580 |

Taxation and Finance, Department of

| | |
|-------------------|-----|
| Title 20 Volume A | 668 |
| Title 20 Volume B | 756 |
| Title 20 Volume C | 784 |
| Title 20 Volume D | 262 |

Miscellaneous

| | |
|---------------------|------|
| Title 21 Volume A | 1150 |
| Title 21 Volume A-1 | 624 |
| Title 21 Volume B | 804 |
| Title 21 Volume C | 428 |
| Title 21 Volume D | 776 |

Judiciary

| | |
|-------------------|------|
| Title 22 Volume A | 1048 |
| Title 22 Volume B | 1136 |
| Title 22 Volume C | 786 |
| Title 22 Volume D | 736 |
| Title 22 Volume E | 554 |

Financial Services

| | |
|-------------------|----|
| Title 23 Volume A | 82 |
|-------------------|----|

EXHIBIT 5 – NYCRR Pages Replaced/Added in 2017

Figures are number of NYCRR pages replaced/added including Table of Contents and Annotations for the year 2017.

| Title & Volume | Pages Added or Replaced in 2017 | Title & Volume | Page Added or Replaced in 2017 |
|---|---------------------------------|---------------------------------------|--------------------------------|
| Agriculture and Markets, Department of | | Title 9 Volume E-2 | 114 |
| Title 1 Volume A | 84 | Title 9 Volume F | 326 |
| Title 1 Volume B | 64 | Title 9 Volume G | 202 |
| Audit and Control, Department of | | Health, Department of | |
| Title 2 | 58 | Title 10 Volume A | 92 |
| Banking Department | | Title 10 Volume A-1 | 64 |
| Title 3 Volume A | 234 | Title 10 Volume A-1A | 116 |
| Title 3 Volume B | 62 | Title 10 Volume A-2 | 158 |
| Civil Service, Department of | | Title 10 Volume B | 32 |
| Title 4 | 232 | Title 10 Volume C | 84 |
| Economic Development, Department of | | Title 10 Volume D | 92 |
| Title 5 | 350 | Title 10 Volume E | 100 |
| Environmental Conservation, Department of | | Insurance Department | |
| Title 6 Volume A | 232 | Title 11 Volume A | 406 |
| Title 6 Volume A-1 | 128 | Title 11 Volume A-1 | 400 |
| Title 6 Volume A-1A | 68 | Title 11 Volume B | 438 |
| Title 6 Volume A-1B | 60 | Title 11 Volume C | 312 |
| Title 6 Volume A-2 | 432 | Labor, Department of | |
| Title 6 Volume A-2A | 216 | Title 12 Volume A | 56 |
| Title 6 Volume A-2B | 0 | Title 12 Volume B | 56 |
| Title 6 Volume A-2C | 0 | Title 12 Volume B-1 | 64 |
| Title 6 Volume A-3 | 206 | Title 12 Volume B-2 | 8 |
| Title 6 Volume A-4 | 138 | Title 12 Volume C | 208 |
| Title 6 Volume B | 66 | Title 12 Volume C-1 | 64 |
| Title 6 Volume C | 150 | Law, Department of | |
| Title 6 Volume D | 60 | Title 13 | 0 |
| Title 6 Volume D-1 | 60 | Mental Hygiene, Department of | |
| Title 6 Volume E | 60 | Title 14 Volume A | 156 |
| Title 6 Volume E-1 | 60 | Title 14 Volume B | 114 |
| Title 6 Volume F | 66 | Title 14 Volume C | 332 |
| Corrections and Community Supervision, Department of | | Title 14 Volume D | 72 |
| Title 7 | 92 | Motor Vehicles, Department of | |
| Education Department | | Title 15 Volume A | 144 |
| Title 8 Volume A | 430 | Public Service, Department of | |
| Title 8 Volume A-1 | 766 | Title 16 Volume A | 0 |
| Title 8 Volume A-2 | 36 | Title 16 Volume B | 0 |
| Title 8 Volume A-3 | 32 | Title 16 Volume C | 0 |
| Title 8 Volume B | 256 | Transportation, Department of | |
| Executive Department | | Title 17 Volume A | 604 |
| Title 9 Volume A | 224 | Title 17 Volume B | 12 |
| Title 9 Volume A-1 | 376 | Title 17 Volume C | 50 |
| Title 9 Volume A-1A | 326 | Social Services, Department of | |
| Title 9 Volume A-3 | 242 | Title 18 Volume A | 184 |
| Title 9 Volume A-4 | 208 | Title 18 Volume A-1 | 0 |
| Title 9 Volume A-4A | 196 | Title 18 Volume B | 276 |
| Title 9 Volume C | 190 | Title 18 Volume B-1 | 116 |
| Title 9 Volume D | 190 | Title 18 Volume C | 92 |
| Title 9 Volume E | 230 | | |
| Title 9 Volume E-1 | 140 | | |

EXHIBIT 5 – NYCRR Pages Replaced/Added in 2017 (*continued*)

| Title & Volume | Pages Added or Replaced in 2017 |
|-------------------|------------------------------------|
|-------------------|------------------------------------|

State, Department of

| | |
|-------------------|-----|
| Title 19 Volume A | 140 |
| Title 19 Volume B | 206 |

Taxation and Finance, Department of

| | |
|-------------------|-----|
| Title 20 Volume A | 154 |
| Title 20 Volume B | 76 |

Taxation and Finance, Department of (*continued*)

| | |
|-------------------|----|
| Title 20 Volume C | 20 |
| Title 20 Volume D | 0 |

Miscellaneous

| | |
|---------------------|-----|
| Title 21 Volume A | 138 |
| Title 21 Volume A-1 | 0 |
| Title 21 Volume B | 138 |
| Title 21 Volume C | 62 |
| Title 21 Volume D | 110 |

Judiciary

| | |
|-------------------|-----|
| Title 22 Volume A | 188 |
| Title 22 Volume B | 62 |
| Title 22 Volume C | 0 |
| Title 22 Volume D | 0 |
| Title 22 Volume E | 0 |

Financial Services

| | |
|-------------------|----|
| Title 23 Volume A | 88 |
|-------------------|----|

| | |
|--------------|---------------|
| TOTAL | 13,946 |
|--------------|---------------|

EXHIBIT 6 – NYCRR Circulation

Compiled from statistical reports provided by West.

| Title & Volume | NYS Government | Other Government | Others | Total Sales |
|---|-----------------------|-------------------------|---------------|--------------------|
| Agriculture and Markets, Department of | | | | |
| Title 1 Volume A | 33 | 0 | 0 | 33 |
| Title 1 Volume B | 33 | 0 | 0 | 33 |
| Audit and Control, Department of | | | | |
| Title 2 | 22 | 4 | 6 | 32 |
| Banking Department | | | | |
| Title 3 Volume A | 4 | 1 | 157 | 162 |
| Title 3 Volume B | 4 | 1 | 150 | 155 |
| Civil Service, Department of | | | | |
| Title 4 | 170 | 32 | 11 | 213 |
| Economic Development, Department of | | | | |
| Title 5 | 1 | 0 | 3 | 4 |
| Environmental Conservation, Department of | | | | |
| Title 6 Volume A | 126 | 8 | 23 | 157 |
| Title 6 Volume A-1 | 100 | 11 | 35 | 146 |
| Title 6 Volume A-1A | 93 | 11 | 35 | 139 |
| Title 6 Volume A-1B | 100 | 11 | 35 | 146 |
| Title 6 Volume A-2 | 81 | 12 | 37 | 130 |
| Title 6 Volume A-2A | 87 | 11 | 39 | 137 |
| Title 6 Volume A-2B | 86 | 13 | 40 | 139 |
| Title 6 Volume A-2C | 103 | 13 | 44 | 160 |
| Title 6 Volume A-3 | 103 | 11 | 43 | 157 |
| Title 6 Volume A-4 | 87 | 10 | 37 | 134 |
| Title 6 Volume B | 14 | 7 | 17 | 38 |
| Title 6 Volume C | 11 | 6 | 16 | 33 |
| Title 6 Volume D | 12 | 3 | 14 | 29 |
| Title 6 Volume D-1 | 12 | 4 | 14 | 30 |
| Title 6 Volume E | 11 | 3 | 13 | 27 |
| Title 6 Volume E-1 | 11 | 2 | 14 | 27 |
| Title 6 Volume F | 12 | 3 | 12 | 27 |
| Corrections and Community Supervision, Department of | | | | |
| Title 7 | 46 | 82 | 4 | 132 |
| Education Department | | | | |
| Title 8 Volume A | 64 | 158 | 73 | 295 |
| Title 8 Volume A-1 | 60 | 157 | 68 | 285 |
| Title 8 Volume A-2 | 56 | 150 | 64 | 270 |
| Title 8 Volume A-3 | 56 | 139 | 61 | 256 |
| Title 8 Volume B | 49 | 121 | 50 | 220 |
| Executive Department | | | | |
| Title 9 Volume A | 14 | 4 | 5 | 23 |
| Title 9 Volume A-1 | 20 | 4 | 6 | 30 |
| Title 9 Volume A-1A | 17 | 5 | 13 | 35 |
| Title 9 Volume A-3 | 24 | 6 | 9 | 39 |
| Title 9 Volume A-4 | 15 | 2 | 11 | 28 |
| Title 9 Volume A-4A | 11 | 2 | 9 | 22 |
| Title 9 Volume C | 29 | 22 | 70 | 121 |
| Title 9 Volume D | 22 | 11 | 21 | 54 |
| Title 9 Volume E | 38 | 5 | 35 | 78 |

EXHIBIT 6 – NYCRR Circulation (Continued)

| Title & Volume | NYS Government | Other Government | Others | Total Sales |
|---------------------------------------|-----------------------|-------------------------|---------------|--------------------|
| Executive (Continued) | | | | |
| Title 9 Volume E-1 | 38 | 5 | 35 | 78 |
| Title 9 Volume E-2 | 38 | 5 | 36 | 79 |
| Title 9 Volume F | 22 | 39 | 12 | 73 |
| Title 9 Volume G | 19 | 47 | 38 | 104 |
| Health, Department of | | | | |
| Title 10 Volume A | 97 | 48 | 193 | 338 |
| Title 10 Volume A-1 | 99 | 33 | 195 | 327 |
| Title 10 Volume A-1A | 93 | 40 | 194 | 327 |
| Title 10 Volume A-2 | 102 | 30 | 199 | 331 |
| Title 10 Volume B | 45 | 21 | 138 | 204 |
| Title 10 Volume C | 98 | 46 | 395 | 539 |
| Title 10 Volume D | 106 | 43 | 517 | 666 |
| Title 10 Volume E | 102 | 38 | 453 | 593 |
| Insurance Department | | | | |
| Title 11 Volume A | 74 | 2 | 69 | 145 |
| Title 11 Volume A-1 | 75 | 1 | 82 | 158 |
| Title 11 Volume B | 74 | 1 | 71 | 146 |
| Title 11 Volume C | 74 | 1 | 67 | 142 |
| Labor, Department of | | | | |
| Title 12 Volume A | 8 | 2 | 43 | 53 |
| Title 12 Volume B | 9 | 3 | 50 | 62 |
| Title 12 Volume B-1 | 8 | 2 | 40 | 50 |
| Title 12 Volume B-2 | 6 | 5 | 33 | 44 |
| Title 12 Volume C | 6 | 4 | 33 | 43 |
| Title 12 Volume C-1 | 7 | 2 | 32 | 41 |
| Law, Department of | | | | |
| Title 13 | 3 | 4 | 11 | 18 |
| Mental Hygiene, Department of | | | | |
| Title 14 Volume A | 141 | 54 | 210 | 406 |
| Title 14 Volume B | 143 | 57 | 244 | 445 |
| Title 14 Volume C | 143 | 55 | 227 | 426 |
| Title 14 Volume D | 144 | 55 | 231 | 431 |
| Motor Vehicles, Department of | | | | |
| Title 15 Volume A | 15 | 18 | 13 | 46 |
| Public Service, Department of | | | | |
| Title 16 Volume A | 31 | 23 | 70 | 124 |
| Title 16 Volume B | 30 | 12 | 106 | 148 |
| Title 16 Volume C | 33 | 9 | 61 | 103 |
| Transportation, Department of | | | | |
| Title 17 Volume A | 31 | 36 | 14 | 81 |
| Title 17 Volume B | 153 | 250 | 81 | 484 |
| Title 17 Volume C | 31 | 31 | 18 | 80 |
| Social Services, Department of | | | | |
| Title 18 Volume A | 155 | 152 | 81 | 388 |
| Title 18 Volume A-1 | 79 | 150 | 80 | 309 |
| Title 18 Volume B | 140 | 141 | 94 | 375 |
| Title 18 Volume B-1 | 148 | 141 | 95 | 384 |
| Title 18 Volume C | 155 | 136 | 85 | 376 |

EXHIBIT 6 – NYCRR Circulation (Continued)

| Title & Volume | NYS Government | Other Government | Others | Total Sales |
|--|---------------------------|-----------------------------|---------------|------------------------|
| State, Department of | | | | |
| Title 19 Volume A | 16 | 17 | 11 | 44 |
| Title 19 Volume B | 15 | 17 | 10 | 42 |
| Taxation and Finance, Department of | | | | |
| Title 20 Volume A | 33 | 1 | 15 | 49 |
| Title 20 Volume B | 34 | 1 | 15 | 50 |
| Title 20 Volume C | 35 | 2 | 18 | 55 |
| Title 20 Volume D | | | | |
| Miscellaneous | | | | |
| Title 21 Volume A | 3 | 4 | 2 | 9 |
| Title 21 Volume A-1 | 3 | 4 | 2 | 9 |
| Title 21 Volume B | 1 | 0 | 3 | 4 |
| Title 21 Volume C | 3 | 1 | 2 | 6 |
| Title 21 Volume D | 1 | 1 | 2 | 4 |
| Judiciary | | | | |
| Title 22 Volume A | 26 | 3 | 12 | 41 |
| Title 22 Volume B | 24 | 2 | 13 | 39 |
| Title 22 Volume C | 22 | 4 | 10 | 36 |
| Title 22 Volume D | 21 | 4 | 10 | 35 |
| Title 22 Volume E | 21 | 3 | 9 | 33 |
| Financial Services | | | | |
| Title 23 Volume A | 0 | 0 | 6 | 6 |

EXHIBIT 7 – State Register Page Counts (2017)

| | |
|---|-------|
| TOTAL REGISTER AND QUARTERLY INDEX PAGES: | 6,322 |
| Number of Weekly Issues: | 52 |
| Total of Weekly Register Pages: | 5,904 |
| Total of Quarterly Index Pages: | 418 |
| Minimum Page Count: | 68 |
| Maximum Page Count: | 203 |

| Issue No | Weekly Page Count | Quarterly Index Pages | Issue No | Weekly Page Count | Quarterly Index Pages |
|-------------------------------|-------------------|-----------------------|-----------------------------|-------------------|-----------------------|
| January | | | July | | |
| 1 | 164 | | 27 | 94 | |
| 2 | 81 | | 28 | 99 | |
| 3 | 116 | | 29 | 99 | |
| 4 | 200 | | 30 | 195 | |
| Quarterly 2016 <i>Jan-Dec</i> | | 126 | Quarterly <i>Jan-June</i> | | 96 |
| Monthly Total | 687 | | Monthly Total | 583 | |
| February | | | August | | |
| 5 | 69 | | 31 | 105 | |
| 6 | 96 | | 32 | 84 | |
| 7 | 90 | | 33 | 86 | |
| 8 | 202 | | 34 | 95 | |
| Monthly Total | 457 | | 35 | 179 | |
| March | | | Monthly Total | 549 | |
| 9 | 68 | | September | | |
| 10 | 78 | | 36 | 92 | |
| 11 | 83 | | 37 | 73 | |
| 12 | 80 | | 38 | 81 | |
| 13 | 188 | | 39 | 203 | |
| Monthly Total | 497 | | Monthly Total | 449 | |
| April | | | October | | |
| 14 | 95 | | 40 | 90 | |
| 15 | 68 | | 41 | 88 | |
| 16 | 88 | | 42 | 83 | |
| 17 | 166 | | 43 | 162 | |
| Quarterly <i>Jan-March</i> | | 84 | Quarterly <i>Jan.-Sept.</i> | | 112 |
| Monthly Totals | 501 | | Monthly Total | 535 | |
| May | | | November | | |
| 18 | 161 | | 44 | 91 | |
| 19 | 148 | | 45 | 71 | |
| 20 | 82 | | 46 | 84 | |
| 21 | 105 | | 47 | 76 | |
| 22 | 159 | | 48 | 190 | |
| Monthly Total | 655 | | Monthly Total | 512 | |
| June | | | December | | |
| 23 | 82 | | 49 | 90 | |
| 24 | 82 | | 50 | 76 | |
| 25 | 99 | | 51 | 85 | |
| 26 | 183 | | 52 | 200 | |
| Monthly Total | 446 | | Monthly Total | 451 | |

EXHIBIT 8 – 2017 Rule Making and Non-Rule Making Submissions

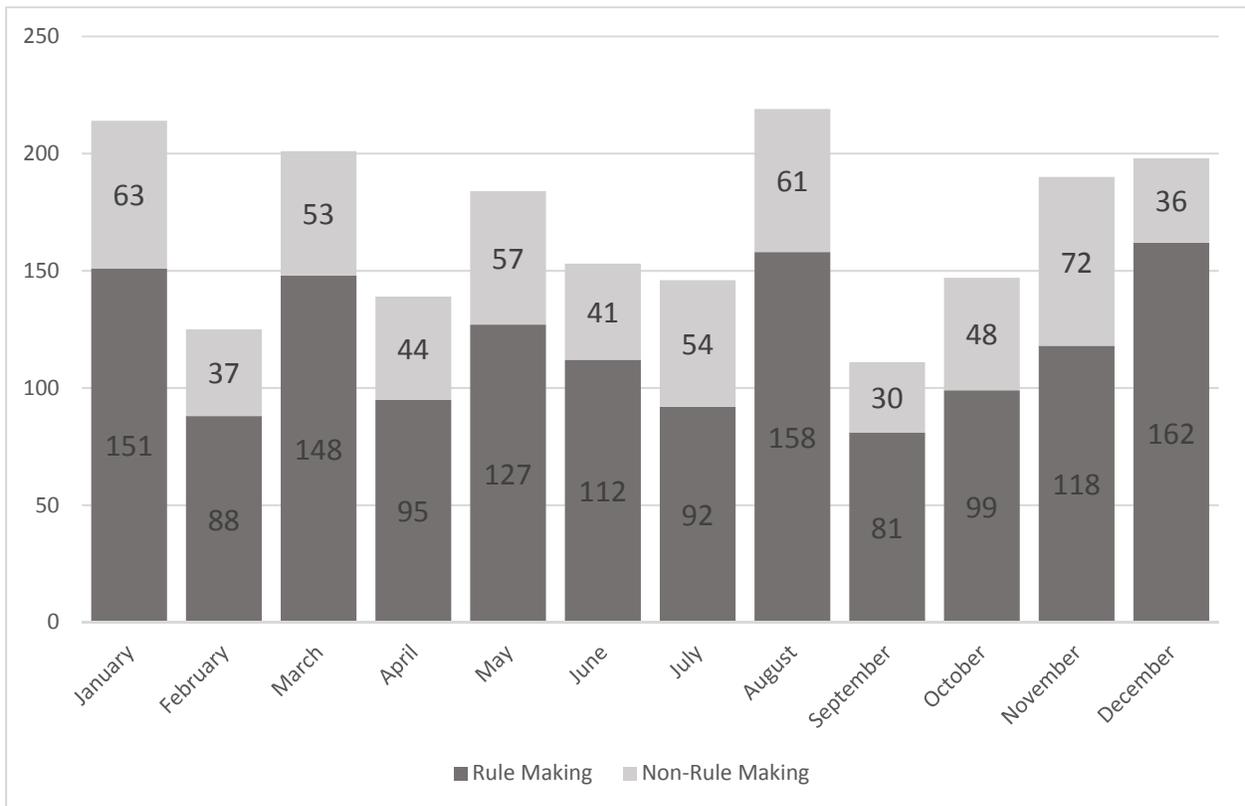


EXHIBIT 9 – Rule Making Agencies

The following entities may submit material for publication in the NYCRR. State agencies whose rules are printed as numbered Titles of the NYCRR are shown in **BOLD CAPS**. The rules for all the other agencies are located within Executive (Title 9) or Miscellaneous (Title 21). The Judiciary (Title 22) volume contains materials submitted by individual courts and the Office of Court Administration.

Adirondack Park Agency
Affordable Housing Corporation
Aging, Office for the
AGRICULTURE AND MARKETS, DEPARTMENT OF (Title 1)
Alcoholism and Substance Abuse Services, Office of
Allegany State Parks and Recreation Commission
Arts, Council on the
Athletic Commission, New York State
AUDIT AND CONTROL, DEPARTMENT OF (Title 2)
Authorities Budget Office
BANKING DEPARTMENT (Title 3)
Battery Park City Authority
Bridge Authority, New York State
Budget, Division of the
Buffalo Sewer Authority
Buffalo Water Board*
Canal Corporation, New York State
Capital District Transportation Authority
Central New York Regional Transportation Authority
Central Pine Barrons Joint Planning and Policy Commission
Children and Families, Council on
Children and Family Services, Office of
CIVIL SERVICE, DEPARTMENT OF (Title 4)
Commissioners of Pilots, Board of
Consumer Protection Board
Correction, State Commission of
CORRECTIONAL SERVICES, DEPARTMENT OF (Title 7)
Corrections and Community Supervision, Department of
Criminal Justice Services, Division of
Deferred Compensation Board
Delaware River Basin Commission*
Dormitory Authority of the State of New York
ECONOMIC DEVELOPMENT, DEPARTMENT OF (Title 5)
Economic Development Power Allocation Board
EDUCATION DEPARTMENT (Title 8)
Elderly Pharmaceutical Insurance
Elections, State Board of
Electric Generation Siting and the Environment, New York State Board on
Empire State Development Corporation
Employee Relations, Office of
Employee's Retirement System, Policemen's and Firemen's Retirement System
Employment Relations Board
Energy Office, New York State
Energy Planning Board
Energy Research and Development Authority, NYS
ENVIRONMENTAL CONSERVATION, DEPARTMENT OF (Title 6)
Environmental Facilities Corporation
Facilities Development Corporation
FINANCIAL SERVICES, DEPARTMENT OF (merger of BNK and INS) (Title 23)
Gaming Commission, New York State (merger of RWB and LTR)
Gaming Facility Location Board, New York
General Services, Office of
HEALTH, DEPARTMENT OF (Title 10)
Higher Education Services Corporation
Homeland Security and Emergency Services, Division of
Homes and Community Renewal, New York
Housing and Community Renewal, Division of
Housing Finance Agency
Housing Trust Fund Corporation
Hudson River-Black River Regulatory Commission
Hudson River Park Trust
Human Rights, State Division of
Industrial Board of Appeals
Information Technology Services
INSURANCE DEPARTMENT (Title 11)
Interest on Lawyer Account Fund
Investigation, Commission on
Joint Commission on Public Ethics, New York State
Judicial Conduct, State Commission on
Judicial Nomination, Commission on
Justice Center for the Protection of People with Special Needs
LABOR, DEPARTMENT OF (Title 12)
Lake George Park Commission
LAW, DEPARTMENT OF (Title 13)
Law Examiners, Board of
Liquor Authority, State
Long Island Power Authority
Long Island Railroad Company
Lottery, Division of the
Manhattan and Bronx Surface Transit Operating Authority
Medicaid Inspector General, Office of
Mental Health, Office of
MENTAL HYGIENE, DEPARTMENT OF (Title 14)
Metro-North Commuter Railroad
Metropolitan Transportation Authority
Military and Naval Affairs, Division of*
Minority and Women's Business Development, Office of
Mortgage Agency, New York State
MOTOR VEHICLES, DEPARTMENT OF (Title 15)
Municipal Assistance Corporation for the City of New York (The)
Municipal Bond Bank Agency
Nassau County Bridge Authority
New York City Municipal Water Finance Authority
New York City School Construction Authority
New York City Transit Authority
New York Convention Center Operating Corporation
New York Local Government Assistance Program
New York Regional Transportation Authority
Niagara Falls Water Board
Niagara Frontier Transportation Authority

EXHIBIT 9 – Rule Making Agencies (*continued*)

Ogdensburg Bridge and Port Authority
Olympic Accommodations Control Corporation
Open Government, Committee on
Parks, Recreation and Historic Preservation, Office of
Parole, Division of
People with Developmental Disabilities, Office for (formerly
MRD)
Power Authority of the State of New York
Probation and Correctional Alternatives, Division of
Public Employment Relations Board
Public Integrity, Commission on
PUBLIC SERVICE COMMISSION (Title 16)
Public Transportation Safety Board
Quality of Care and Advocacy for Persons with Disabilities,
Commission on
Real Estate Appraisal, Board of
Real Property Services, State Office of
Rochester Genesee Regional Transportation Authority
Roosevelt Island Operating Corporation
Rural Affairs, Office of
St. Lawrence-Eastern Ontario Commission
Science and Technology Foundation, New York State
Science, Technology and Academic Research
SOCIAL SERVICES, DEPARTMENT OF (Title 18)**
STATE, DEPARTMENT OF (Title 19)
State Insurance Fund
*State Police**
State University Construction Fund
State University of New York
Staten Island Rapid Transit Operating Authority
Susquehanna River Basin Commission
TAXATION AND FINANCE, DEPARTMENT OF (Title 20)
Teachers' Retirement System*
Temporary and Disability Assistance, Office of
Temporary State Commission on Lobbying
Thoroughbred Breeding and Development Fund
Thruway Authority, New York State
Tobacco Settlement Financing Corporation
TRANSPORTATION, DEPARTMENT OF (Title 17)
Triborough Bridge and Tunnel Authority
Tug Hill Commission
United Nations Development Corporation
Urban Development Corporation
Victim Services, Office of
Workers' Compensation Board

* Not subject to SAPA Regulations

** The Department of Social Services was retitled Department of Family Assistance. The binder was not reissued.

EXHIBIT 10 – Production Procedures

State Register

Each issue of the Register is primarily composed of two major sections: rule making activity and non-rule making material. For example: advertisements of bidders, availability of funds, miscellaneous notices, financial reports.

Agencies electronically submit rule making notices, which are SAPA compliant using forms created by DOS-DAR. Information from electronically filed forms automatically populate the TRD, rules which are not filed electronically must have the information entered manually. This information is also used to generate the API and QI. TRD generates a unique identification number that is assigned to each new proposal consisting of a three-letter agency code; the issue number and the year in which the original proposal will be printed; a sequential filing number (beginning with 1 for each issue); and a suffix denoting current status (*i.e.*, P = proposed, A = adopted, etc.). Information from electronically filed forms is then converted to an electronic file that is formatted for Rule Makings.

Submissions are reviewed to ensure all necessary fields on the form have been completed and all required statements have been attached to the form. Two copies of the form are printed, and one is edited by staff for consistency and style.

Staff will take the edited copy and make any edits to the electronic file that are needed. Any text that is marked for addition is printed in an italic typeface and any material indicated for deletion is printed in brackets. A copy is then proofed and printed for proofreading. DOS-DAR proofreaders, working in pairs, manually compare printed proofs to edited text and any revisions that need to be made are done before the final Register is prepared.

Non-rule making notices are submitted for publication by email and once received they are printed and edited for style. DOS-DAR staff create electronic files for each section and enter the material for each respective section which is then proofread and revisions are made.

All rule making and non-rule making content is then compiled into the issue along with the hearing calendar and the API. After each Register is compiled an automatically-generated Table of Contents is created. When the Register is completed, it is then electronically sent to the Contractor for printing and distribution.

Reports generated by TRD are utilized to track and produce each weekly issue of the Register.

NYCRR

DOS-DAR staff use material provided by submitting agencies to prepare a manuscript consisting of pages generated from the NYCRR database. DOS-DAR staff print proofed

pages that are then physically marked to indicate any changes to be made to existing text or additional material to be added. Historical Notes are edited at this time as well.

Once the manuscript is completed, TRD is then accessed to enter amendment information in the electronic card file for each section that was amended. Each entry consists of the section number; notation regarding emergency adoption and material incorporated by reference, if applicable; as well as the type of change made to each section (*i.e.*, amd. [a], repealed [c]). This creates an electronic history, for each section in the NYCRR, which may be accessed by DOS-DAR staff at any time. This functionality is a valuable tool for staff who conduct historical searches.

Staff use the prepared manuscript to enter the amendments into the system which are coded using XML tags. The pages are then proofed and printed so they can be proofread against the manuscript, and final revisions are made.

Supervisors using an automatically generated system that generates the Filing Instructions, Table of Contents and the Table of Current Pages in the system and verify the accuracy of all pages. Once all pages contained in a semi-monthly supplement are complete, the material to be included in a supplement is marked for final print production, and the Contractor is electronically notified that the supplement is ready to print. The Contractor is allowed up to five weeks from the date of receipt for printing and distribution of each supplement.

When material incorporated by reference is included with a submission, staff enter the publication name, publication date, and publisher name and address into the TRD which then assigns a sequential library number to such material. A complete list of all referenced material may be generated by DAR staff by using the TRD which can be used to determine whether material is already on file with DOS.

Once per year, DAR staff use the Register's Quarterly Index to locate any emergencies that may have expired but have not yet been removed from the NYCRR. The historical note is then updated and the text that existed prior to the emergency is reinstated, unless the filing agency has submitted a Notice of Adoption for the rule.

EXHIBIT 11 -- Non-Rule Making Register Content

GUIDANCE DOCUMENTS

Not less than once each year, every agency shall submit to the Secretary of State for publication in the *State Register* a list of all Guidance Documents on which the agency currently relies [SAPA, section 202-e(1)]. However, an agency may be exempted from compliance with the requirements of SAPA section 202-e(1) if the agency has published on its website the full text of all Guidance Documents on which it currently relies [SAPA, section 202-e(2)].

Rochester-Genesee Regional Transportation Authority

The agency seeks a one-year exemption from guidance document publication requirements.

The Rochester-Genesee Regional Transportation Authority does not currently rely on any Guidance Documents as that term is defined in section 102(14) of SAPA.

ADVERTISEMENTS FOR BIDDERS/CONTRACTORS

SEALED BIDS

RECONSTRUCT ROADWAY

Otisville Correctional Facility
Otisville, Orange County

Sealed bids for Project No. 45010-C, for Construction Work, Reconstruct Roadway, Administration, Storehouse Area, Otisville Correctional Facility, PO Box 8, 57 Sanatorium Avenue, Otisville (Orange County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Department of Corrections and Community Supervision, until 2:00 p.m. on Wednesday, October 3, 2018, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a certified check, bank check, or bid bond in the amount of \$35,100 for C.

All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond in the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between \$500,000 and \$1,000,000 for C.

Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting, on the OGS website, in a newspaper of general circulation, or in the Contract Reporter of written notice, advertisement or solicitation of offers through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff are Jessica Hoffman, Carl Ruppert and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862 and John Lewyckyj, Deputy Director, Design & Construction Group, telephone (518) 474-0201, fax (518) 486-1650. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: <http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>

The substantial completion date for this project is 199 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 10:00 a.m. on September 20, 2018 at Otisville Correctional Facility, 57 Sanatorium Avenue, Otisville, NY. Prospective bidders are urged to visit the site at this time. Prospective bidders

or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note that parking restrictions and security provisions will apply and all vehicles will be subject to search.

Phone the office of Wayne Hom, (845) 365-0730 a minimum of 72 hours in advance of the date to provide the names of those who will attend the pre-bid site visit.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available on compact disc (CD) only, and may be obtained for an \$8.00 deposit per set, plus a \$2.00 per set shipping and handling fee. Contractors and other interested parties can order CD's on-line through a secure web interface available 24 hours a day, 7 days a week. Please use the following link at the OGS website for ordering and payment instructions: <http://www.ogs.ny.gov/bu/dc/esb/acquirebid.asp>

For questions about purchase of bid documents, please send an e-mail to DC.Plans@ogs.ny.gov, or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number: <https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>

By *John D. Lewyckyj, Deputy Director*
OGS - Design & Construction Group

CLEAN
EXTERIOR FAÇADE
Utica State Office Building
Utica, Oneida County

Sealed bids for Project No. 45693-C, for Construction Work, Clean Exterior Façade, Utica State Office Building, 207 Genesee Street, Utica (Oneida County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Office of General Services, until 2:00 p.m. on Wednesday, October 3, 2018, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a certified check, bank check, or bid bond in the amount of \$66,600 for C.

All successful bidders will be required to furnish a Performance

EXHIBIT 11 -- Non-Rule Making Register Content (Continued)

Advertisements for Bidders/Contractors

NYS Register/September 26, 2018

Bond and a Labor and Material Bond in the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between \$2,000,000 and \$3,000,000 for C.

Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting, on the OGS website, in a newspaper of general circulation, or in the Contract Reporter of written notice, advertisement or solicitation of offers through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff are Jessica Hoffman, Carl Ruppert and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862 and John Lewyckyj, Deputy Director, Design & Construction Group, telephone (518) 474-0201, fax (518) 486-1650. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: <http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>

The substantial completion date for this project is 294 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 10:00 a.m. on September 20, 2018 at Utica State Office Building, Conference Room, 207 Genesee Street, Utica, NY. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note that parking restrictions and security provisions will apply and all vehicles will be subject to search.

For assistance pertaining to the site visit only, please phone Brendan Ford (315) 736-5770.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under this Contract.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available on compact disc (CD) only, and may be obtained for an \$8.00 deposit per set, plus a \$2.00 per set shipping and handling fee. Contractors and other interested parties can order CD's on-line through a secure web interface available 24 hours a day, 7 days a week. Please use the following link at the OGS website for ordering and payment instructions: <http://www.ogs.ny.gov/bu/dc/esb/acquirebid.asp>

For questions about purchase of bid documents, please send an e-mail to DC.Plans@ogs.ny.gov, or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number: <https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>

By John D. Lewyckyj, Deputy Director
OGS - Design & Construction Group

REPLACE ROOFING AND SIDING Department of Transportation Region 10 Freeport, Nassau County

Sealed bids for Project No. 45768-C, for Construction Work, Roofing and Siding Replacement, DOT Region 10, Nassau County, 223 East Sunrise Highway, Freeport (Nassau County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Department of Transportation, until 2:00 p.m. on Wednesday, October 3, 2018, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a certified check, bank check, or bid bond in the amount of \$22,600 for C.

Further, Wicks Exempt Projects require a completed form BDC 59 (Wicks Exempt List of Contractors) be filled out and submitted (included in a separate, sealed envelope) in accordance with Document 002220, Supplemental Instructions to Bidders - Wicks Exempt. Failure to submit this form correctly will result in a disqualification of the bid.

All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond in the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between \$250,000 and \$500,000 for C.

Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting, on the OGS website, in a newspaper of general circulation, or in the Contract Reporter of written notice, advertisement or solicitation of offers through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff are Jessica Hoffman, Carl Ruppert, and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862 and John Lewyckyj, Deputy Director, Design & Construction Group, telephone (518) 474-0201, fax (518) 486-1650. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: <http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>

The substantial completion date for this project is 278 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 10:00 a.m. on September 20, 2018 at Freeport DOT Region 10, 223 East Sunrise Highway, Freeport, NY and then go to Wantagh DOT, 1025 Seamans Neck Road, Wantagh, NY. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note

EXHIBIT 11 -- Non-Rule Making Register Content (*Continued*)

NYS Register/September 26, 2018

Advertisements for Bidders/Contractors

that parking restrictions and security provisions will apply and all vehicles will be subject to search.

For assistance pertaining to the site visit only, please phone Maria Cappai (631) 951-0248 Ext. 101.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available on compact disc (CD) only, and may be obtained for an \$8.00 deposit per set, plus a \$2.00 per set shipping and handling fee. Contractors and other interested parties can order CD's on-line through a secure web interface available 24 hours a day, 7 days a week. Please use the following link for ordering and payment instructions: <http://www.ogs.ny.gov/bu/dc/esb/acquirebid.asp>

For questions about purchase of bid documents, please send an e-mail to DC.Plans@ogs.ny.gov, or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number: <https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>

By *John D. Lewyckyj, Deputy Director*
OGS - Design & Construction Group

MISCELLANEOUS NOTICES/HEARINGS

Notice of Abandoned Property Received by the State Comptroller

Pursuant to provisions of the Abandoned Property Law and related laws, the Office of the State Comptroller receives unclaimed monies and other property deemed abandoned. A list of the names and last known addresses of the entitled owners of this abandoned property is maintained by the office in accordance with Section 1401 of the Abandoned Property Law. Interested parties may inquire if they appear on the Abandoned Property Listing by contacting the Office of Unclaimed Funds, Monday through Friday from 8:00 a.m. to 4:30 p.m., at:

1-800-221-9311
or visit our web site at:
www.osc.state.ny.us

Claims for abandoned property must be filed with the New York State Comptroller's Office of Unclaimed Funds as provided in Section 1406 of the Abandoned Property Law. For further information contact: Office of the State Comptroller, Office of Unclaimed Funds, 110 State St., Albany, NY 12236.

PUBLIC NOTICE

Department of Health

Pursuant to 42 CFR Section 447.205, the Department of Health hereby gives public notice of the following:

The Department of Health proposes to amend the Title XIX (Medicaid) State Plan for institutional services to comply with enacted statutory provisions. The following changes are proposed:

Institutional Services

Effective for days of service on or after October 1, 2018, The Department of Health will adjust inpatient psychiatric per diem rates of reimbursement for Art 28 exempt psychiatric hospitals and Article 28 exempt hospital distinct units by increasing the case mix neutral psychiatric statewide per diem base price by 5.22 percent. This State Plan Amendment is necessary to adequately reimburse hospitals for providing these services and better meet the community's mental health needs.

The estimated annual net aggregate increase in gross Medicaid expenditures attributable to this initiative is \$30,000,000. Funds for this increase are contained in the State budget beginning in state fiscal year 2018/19.

The public is invited to review and comment on this proposed State Plan Amendment, a copy of which will be available for public review on the Department's website at http://www.health.ny.gov/regulations/state_plans/status. In addition, approved SPA's beginning in 2011 are also available for viewing on this website.

Copies of the proposed State Plan Amendments will be on file in each local (county) social services district and available for public review.

For the New York City district, copies will be available at the following places:

New York County
250 Church Street
New York, New York 10018

Queens County, Queens Center
3220 Northern Boulevard
Long Island City, New York 11101

Kings County, Fulton Center
114 Willoughby Street
Brooklyn, New York 11201

Bronx County, Tremont Center
1916 Monterey Avenue
Bronx, New York 10457

Richmond County, Richmond Center
95 Central Avenue, St. George
Staten Island, New York 10301

For further information and to review and comment, please contact:
Department of Health, Division of Finance and Rate Setting, 99 Washington Ave., One Commerce Plaza, Suite 1432, Albany, NY 12210, spa_inquiries@health.ny.gov

PUBLIC NOTICE

Department of Health

Pursuant to 42 CFR Section 447.205, the Department of Health hereby gives public notice of the following:

The Department of Health proposes to amend the Title XIX (Medicaid) State Plan for long term care related to temporary rate adjustments to providers that are undergoing closure, merger, consolidation, acquisition or restructuring themselves or other health care providers. These payments are authorized by Section 2826 of the New York Public Health Law.

The temporary rate adjustments have been reviewed and approved for the following two nursing homes with aggregate payment amounts totaling up to \$2,946,962 for the period October 1, 2018 through March 31, 2019, \$2,921,962 for the period April 1, 2019 through March 31, 2020 and \$347,500 for the period April 1, 2020 through March 31, 2021. The approved providers along with their individual estimated aggregate amounts include:

1. Concord Nursing Home, Inc., up to \$2,011,962 for SFY 18/19 and \$2,011,962 for SFY 19/20;

2. Baptist Health Nursing and Rehabilitation Center, Inc., up to \$935,000 for SFY 18/19, \$910,000 for SFY 19/20, and \$347,500 for SFY 20/21;

The public is invited to review and comment on this proposed State Plan Amendment. Copies of which will be available for public review on the Department's website at http://www.health.ny.gov/regulations/state_plans/status.

Copies of the proposed State Plan Amendments will be on file in each local (county) social services district and available for public review.

For the New York City district, copies will be available at the following places:
New York County

FINANCIAL REPORTS



**Department of
Taxation and Finance**

Depositories for the Funds of the State of New York

Month End: August 31, 2018

Prepared by the Division of the Treasury
Investments, Cash Management and Accounting Operations

A handwritten signature in black ink, appearing to read "Nonie Manion".

Nonie Manion
Executive Deputy Commissioner

EXHIBIT 11 -- Non-Rule Making Register Content (Continued)

Financial Reports

NYS Register/September 26, 2018

ACCOUNTS HELD IN JOINT CUSTODY BY THE COMMISSIONER OF TAXATION FINANCE AND THE NEW YORK STATE COMPTROLLER

| | | |
|---|---------------------------|-------------------------|
| Unemployment Insurance Funding Account | Key Bank | 2,757,280.84 |
| Occupational Training Act Funding Account | Key Bank | 146,087.38 |
| Unemployment Insurance Exchange Account | Key Bank | 0.00 |
| Exchange Account | Key Bank | 1,201.89 |
| PIT Special Refund Account | JPMorgan Chase Bank, N.A. | (268,220,433.31) |
| General Checking | Key Bank | (1,115,955,026.80) |
| Direct Deposit Account | Wells Fargo | 33,688.54 |
| TOTAL | | (265,282,174.66) |
| 01000 - EXECUTIVE CHAMBER | | |
| Executive Chamber Advance Account | Key Bank | No report received |
| 01010 - DIVISION OF BUDGET | | |
| Advance Account | Bank of America, N.A. | 5,000.00 |
| 01030 - DIVISION OF ALCOHOLIC BEVERAGE CONTROL | | |
| Albany | | |
| SLA Investigations Account | Key Bank | 1,801.67 |
| 01050 - OFFICE OF GENERAL SERVICES | | |
| Exec Mansion Official Function | Key Bank | 9,329.73 |
| NY ISO Account | Key Bank | 2,428,007.09 |
| OGS Binghamton Office Bldg | Key Bank | 500.00 |
| SNY Office of General Services | JPMorgan Chase Bank, N.A. | 2,448.00 |
| State of New York OGS Escrow II | Key Bank | 2,817,894.73 |
| State of New York OGS Petty Cash | Key Bank | 275,220.40 |
| State of New York OGS Escrow | Key Bank | 142,780.00 |
| State of NY Office Of General Services | Key Bank | 3,039.44 |
| 01060 - DIVISION OF STATE POLICE | | |
| CNET Confidential Account | Key Bank | 24,000.00 |
| Div Headquarters - Petty Cash | Key Bank | 1,336.50 |
| Key Advantage Account | Key Bank | 72,696.34 |
| Manhattan Office-confidential | JPMorgan Chase Bank, N.A. | 500.00 |
| NYS Police Special Account | Key Bank | 2,707,284.60 |
| SIU Confidential Fund Account | Key Bank | 7,716.15 |
| Special Fund | Key Bank | 48,349.93 |
| State Police Receipts Account | Bank of America, N.A. | 592,416.26 |
| Troop A Batavia - Petty Cash | Bank of America, N.A. | 1,000.00 |
| Troop A Batavia-Confidential | Bank of America, N.A. | 2,000.00 |
| Troop B Confidential | Key Bank | 6,500.00 |
| Troop B Petty Cash | Community Bank | 1,000.00 |
| Troop C Confidential Fund | NBT Bank | 1,800.00 |
| Troop C Petty Cash | NBT Bank | 730.00 |
| Troop D Oneida - Confidential | Alliance Bank | 1,500.00 |
| Troop D Oneida Petty Cash | Alliance Bank | 821.56 |
| Troop E Canandaigua Confidential | Canandaigua National Bank | 2,000.00 |
| Troop E Petty Cash | Canandaigua National Bank | 1,000.00 |
| Troop F Confidential | JPMorgan Chase Bank, N.A. | 4,500.00 |
| Troop F Petty Cash | JPMorgan Chase Bank, N.A. | 1,000.00 |
| Troop G Loudonville Conf | Bank of America, N.A. | 442.35 |
| Troop G Petty Cash | Bank of America, N.A. | 1,000.00 |
| Troop K Petty Cash | Bank of Millbrook | 826.00 |
| Troop K Poughkeepsie-Confidential | Bank of Millbrook | 4,359.76 |
| Troop L Confidential Fund | Bank of America, N.A. | No report received |
| 01070 - DIVISION OF MILITARY & NAVAL AFFAIRS | | |
| Advance For Travel | Key Bank | No report received |
| SNY Camp Smith Billeting Fund | JPMorgan Chase Bank, N.A. | No report received |
| 01077 - OFFICE OF HOMELAND SECURITY | | |
| Academy Of Fire Science | Chemung Canal Trust | 208,544.86 |
| 01080 - DIVISION OF HOUSING & COMMUNITY RENEWAL | | |
| Albany Office Of Financial Administration | | |
| Maximum Base Rent Fee Account | JPMorgan Chase Bank, N.A. | 36,574.53 |
| Revenue Account | JPMorgan Chase Bank, N.A. | 52,773.25 |
| 01090 - DIVISION OF HUMAN RIGHTS | | |
| Petty Cash Fund Account | JPMorgan Chase Bank, N.A. | No report received |
| 01150 - OFFICE OF EMPLOYEE RELATIONS | | |
| 1986 Panel Administration Esc | Key Bank | 3,830.07 |
| GOER/LMC Advance Account | Key Bank | 1,911.93 |
| NYS Dependent Care Acct | Key Bank | 53,200.81 |
| 01160 - JUSTICE CENTER FOR THE PROTECTION OF PEOPLE WITH SPECIAL NEEDS | | |
| Agency Advance Account | Key Bank | 1,578.77 |
| 01300 - ADIRONDACK PARK AGENCY | | |

EXHIBIT 12 -- TRD Example Reports

Batch Reporting – As is

| Report Name | Report Description | Report Frequency/Run Time |
|----------------------------|--|---|
| Page Order | Listing of all Rule Makings received during submission week, listed alphabetically by agency, then by ID number | Weekly, after deadline date has passed for an issue |
| Expiration | Listing of all Rule Makings that have expired during the submission week, grouped by agency *Rules are expired in system manually by DAR staff after report is generated* | Weekly, after deadline date has passed for an issue |
| Pending Expiration | Listing of all Rule Makings that are within 40 days of expiration | Weekly, after deadline date has passed for an issue |
| Incorporation by Reference | Listing of all material that is Incorporated by Reference, separate reports are run for each of the 5 categories | Whenever needed |

Batch Reporting – Requested

| Report Name | Report Description | Report Frequency/Run Time |
|----------------------------|---|---|
| Page Order | Listing of all Rule Makings received during submission week, listed alphabetically by agency, then by type of filing, then by ID number | Weekly, after deadline date has passed for an issue |
| Expiration | Listing of all Rule Makings that have expired during the submission week, grouped by agency. Rules can then be automatically expired at that time after confirmation is given by DAR staff. An email is generated for each agency that lists which rule makings have expired. | Weekly, after deadline date has passed for an issue |
| Pending Expiration | Listing of all Rule Makings that are within 45 days of expiration, grouped by agency. An email is generated for each agency that lists their rule makings and expiration dates. | Weekly, after deadline date has passed for an issue |
| Incorporation by Reference | Listing of all material that is Incorporated by Reference, separate reports are run for each of the 5 categories, with the ability to sort by the filing agency, the year of publication or the title of the publication | Whenever needed |

EXHIBIT 12 -- TRD Example Reports (Continued)

Page Order Report

Page 1 of 1
7/5/2018

Issue Number: 29
Issue Date: 07/18/2018

Starting Date: 06/27/2018
Ending Date: 07/03/2018

CIVIL SERVICE, DEPARTMENT OF

CVS-29-18-00001-P
CVS-29-18-00002-P
CVS-29-18-00003-P
CVS-29-18-00004-P
CVS-29-18-00005-P
CVS-29-18-00006-P
CVS-29-18-00007-P

EDUCATION DEPARTMENT

EDU-19-18-00006-ERP

ENVIRONMENTAL CONSERVATION, DEPARTMENT OF

ENV-06-17-00001-A

MOTOR VEHICLES, DEPARTMENT OF

MTV-26-17-00003-X

PUBLIC SERVICE COMMISSION

PSC-29-18-00008-P
PSC-29-18-00009-P

EXHIBIT 12 -- TRD Example Reports (Continued)
Rule Expiration Report

Till Date: 07/02/2018

Page 1 of 1
7/5/2018

Agency I.D. No. Expires Proposal Issue Date Subject Matter

MOTOR VEHICLES, DEPARTMENT OF

MTV-26-17-00003-EP 06/28/18 06/28/17 Insurance requirements for TNC vehicles

EXHIBIT 12 -- TRD Example Reports (Continued)

Pending Expiration Report

Agency I.D. No. Expires Subject Matter

FINANCIAL SERVICES, DEPARTMENT OF

| | | |
|---------------------|----------|---|
| DFS-25-17-00002-ERP | 09/19/18 | Minimum standards for form, content and sale of health insurance, including standards of full and fair disclosure |
| DFS-39-17-00002-P | 09/27/18 | Minimum Standards for Form, Content and Sale of Health Insurance, Including Standards of Full and Fair Disclosure |

EXHIBIT 13 – Desired System Output

This text would be sent as an emailed notice for filings that were rejected by the electronic filing system

NOTICE OF REJECTION

Your notice was not accepted by the electronic filing system because of issues with one or more items in your submission. Please review the following items:

Item 5

Item 12

Please verify and correct the information in the items above and resubmit your filing to the electronic filing system. If you require additional assistance please contact the Division of Administrative Rules at (518) 474-6957.

EXHIBIT 13 – Desired System Output (*Continued*)

This text would be sent as an emailed notice for filings that were accepted by the electronic filing system

NOTICE OF ACCEPTANCE

The following notices have been accepted by the electronic filing system for the State Register:

DOS-Proposal-Part260.pdf

DOS-Adoption-Part263.pdf

You will receive a filing acknowledgement from the Division of Administrative Rules once the contents of your filings have been verified.

EXHIBIT 13 – Desired System Output (*Continued*)

This screen would be displayed when a filing is uploaded successfully to the electronic system

Your submissions have been uploaded successfully.

PLEASE NOTE: This **does not** indicate final acceptance of your submissions for publication. A notice of Acceptance or Rejection will be sent to (email address provided by filer) which will indicate whether your submission was accepted for publication.

EXHIBIT 13 – Desired System Output (*Continued*)

This notice would be emailed to an agency if a rule they proposed shows up on the Pending Expiration Report

The following proposals are currently set to expire within 45 days unless action is taken by your agency:

| <u>I.D. No.</u> | <u>Expires</u> | <u>Subject Matter</u> |
|------------------------|-----------------------|---|
| CFS-36-17-00005-EP | 09/06/18 | Duty to report incidents involving vulnerable persons |

EXHIBIT 13 – Desired System Output (*Continued*)

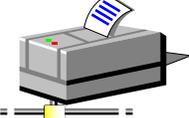
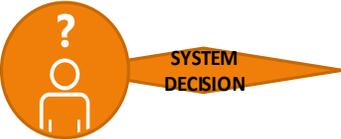
This notice would be emailed to an agency if a rule they proposed has expired

The following proposals have expired and a Notice of Expiration will be published in the State Register dated October 3, 2018:

| <u>I.D. No.</u> | <u>Subject Matter</u> |
|------------------------|--|
| CFS-32-17-00001-EP | Mandated reporter requirements for employees of residential domestic violence programs |

EXHIBIT 14 – Production Flow Charts

KEY:

| | | |
|---|--|---|
|  Notification or Email |  Start a task process |  USER DECISION |
|  Set time portion of date/time field |  Print Queue |  Server |
|  Multiple Tasks |  Network |  Router |
|  SUB PROCESS |  Time Clock |  Process Start/End |
|  DATABASE |  SYSTEM DECISION |  GO TO NEXT |

| Swim Lane Role | Swim Lane Description |
|-----------------------------------|---|
| DAR OFFICE ASSISTANT | Clerical staff with duties of data entry and review |
| DAR SUPERVISOR | Supervisory staff with final review and preparation duties |
| DAR LEGAL | Advisory duties for legal issues that may arise during process |
| SYSTEM | System of record |
| DATABASE ADMIN/PRINTER | Administrator of database and publishing |
| ITS | Technical staff for New York State that assists DAR |
| STATE AGENCY/CUSTOMER/SUBSCRIBERS | Regulatory agency that provides information and/or Recipients of publications |

EXHIBIT 14 – Production Flow Charts (Continued)

DOS_DAR_NEW YORK STATE REGISTER_AS_IS_PROCESS_FLOW: LOGIN 10-00-00

Last Edit Date: 8/9/2018

The Register is the vehicle used to provide information on rules under development. Through the Division of Administrative Rules (DAR), the Department is charged with the responsibility of reviewing and accepting all rules, regulations and codes adopted in this state as well as organizing, publishing and printing this material. DAR must meet strict weekly production deadlines for publication of “rule making” notices in the Register, and comply with publication content provisions pursuant to the State Administrative Procedure Act (SAPA)

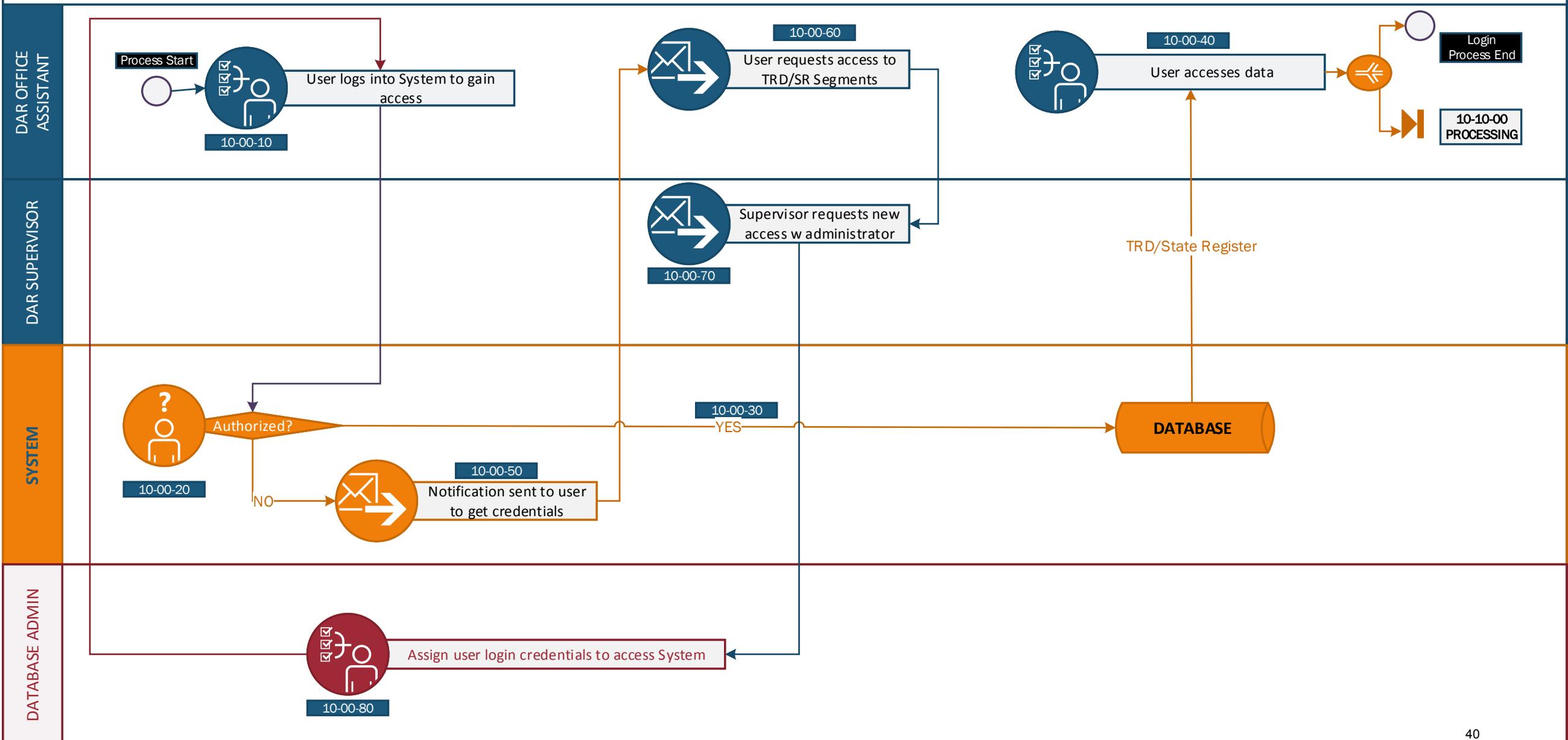


EXHIBIT 14 – Production Flow Charts (Continued)

The Register is the vehicle used to provide information on rules under development. Through the Division of Administrative Rules (DAR), the Department is charged with the responsibility of reviewing and accepting all rules, regulations and codes adopted in this state as well as organizing, publishing and printing this material. DAR must meet strict weekly production deadlines for publication of "rule making" notices in the Register, and comply with publication content provisions pursuant to the State Administrative Procedure Act (SAPA)

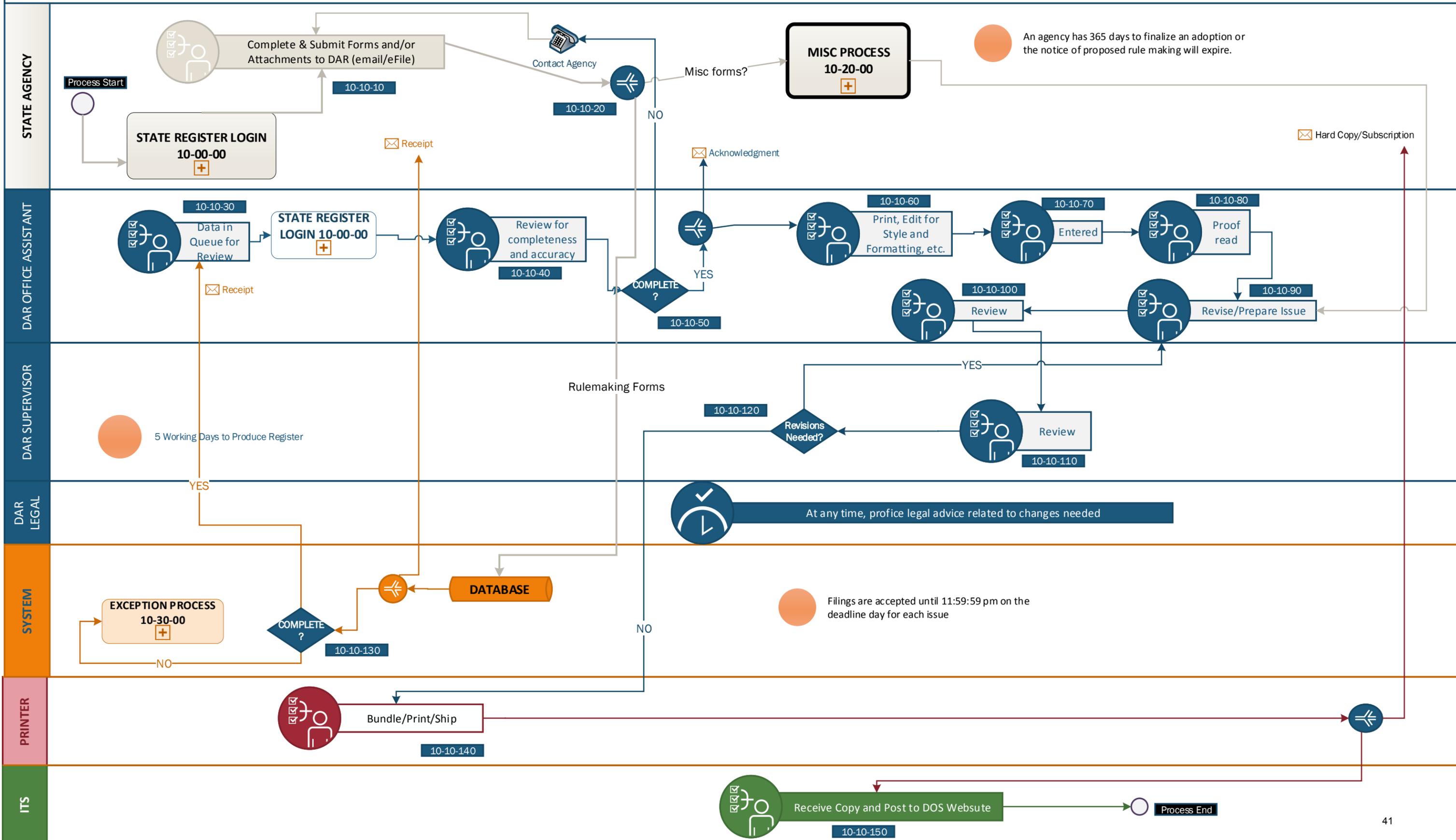
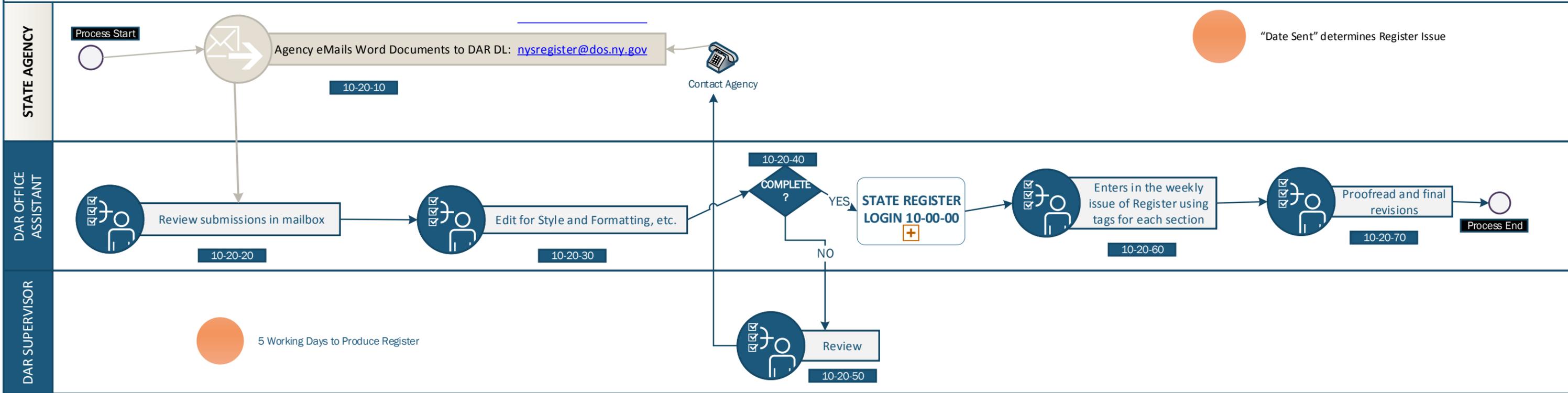


EXHIBIT 14 – Production Flow Charts (Continued)

DOS_DAR_NEW YORK STATE REGISTER_AS_IS_PROCESS_FLOW - MISCELLANEOUS/"BACK HALF" OF REGISTER 10-20-00

Last Edit Date: 8/9/2018

The Register is the vehicle used to provide information on rules under development. Through the Division of Administrative Rules (DAR), the Department is charged with the responsibility of reviewing and accepting all rules, regulations and codes adopted in this state as well as organizing, publishing and printing this material. DAR must meet strict weekly production deadlines for publication of "rule making" notices in the Register, and comply with publication content provisions pursuant to the State Administrative Procedure Act (SAPA)



The Register is the vehicle used to provide information on rules under development. Through the Division of Administrative Rules (DAR), the Department is charged with the responsibility of reviewing and accepting all rules, regulations and codes adopted in this state as well as organizing, publishing and printing this material. DAR must meet strict weekly production deadlines for publication of "rule making" notices in the Register, and comply with publication content provisions pursuant to the State Administrative Procedure Act (SAPA)

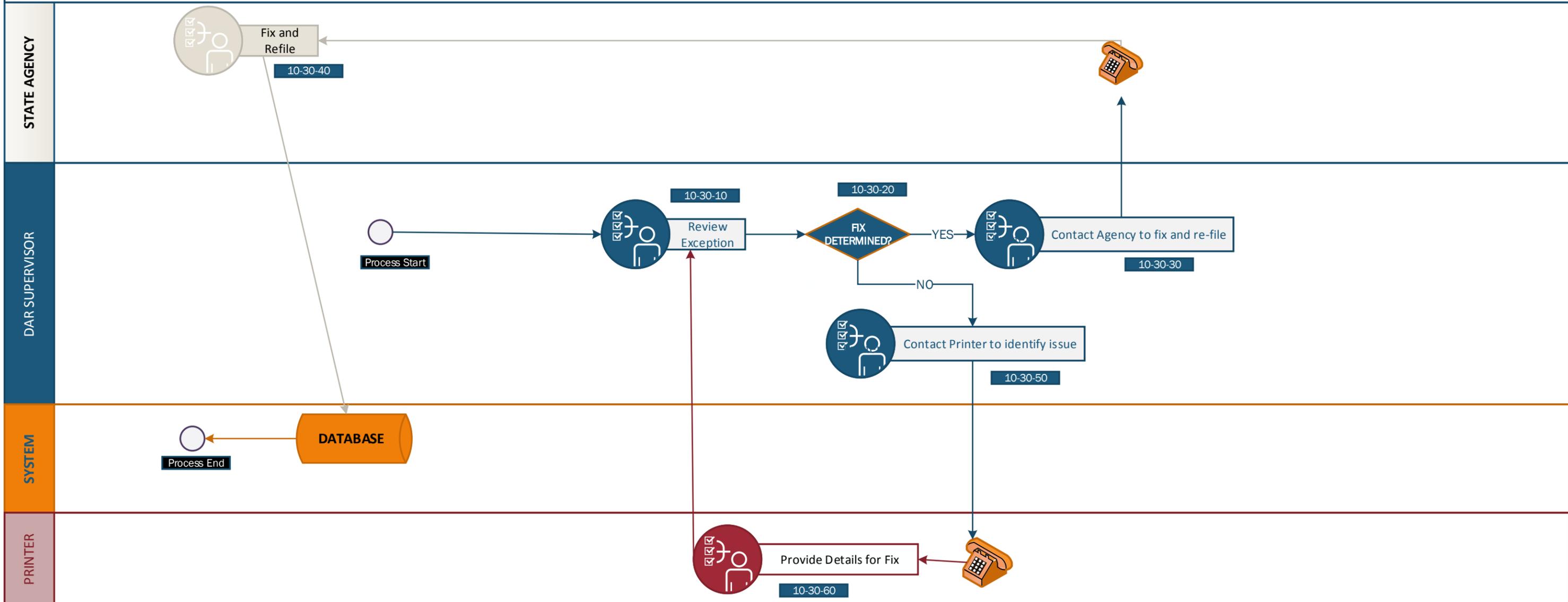


EXHIBIT 14 – Production Flow Charts (Continued)

The New York State Constitution declares that no rule or regulation made by any state agency, unless involving internal organization or management, shall be effective until filed with the Department of State (Art. IV, Sec. 8). The NYCRR encompasses more than 80 volumes in a loose-leaf format. The official text of each state agency is published in the NYCRR. The NYCRR also includes text references to material incorporated by reference to federal, state and private data (Exec. Law, Secs. 102-106).

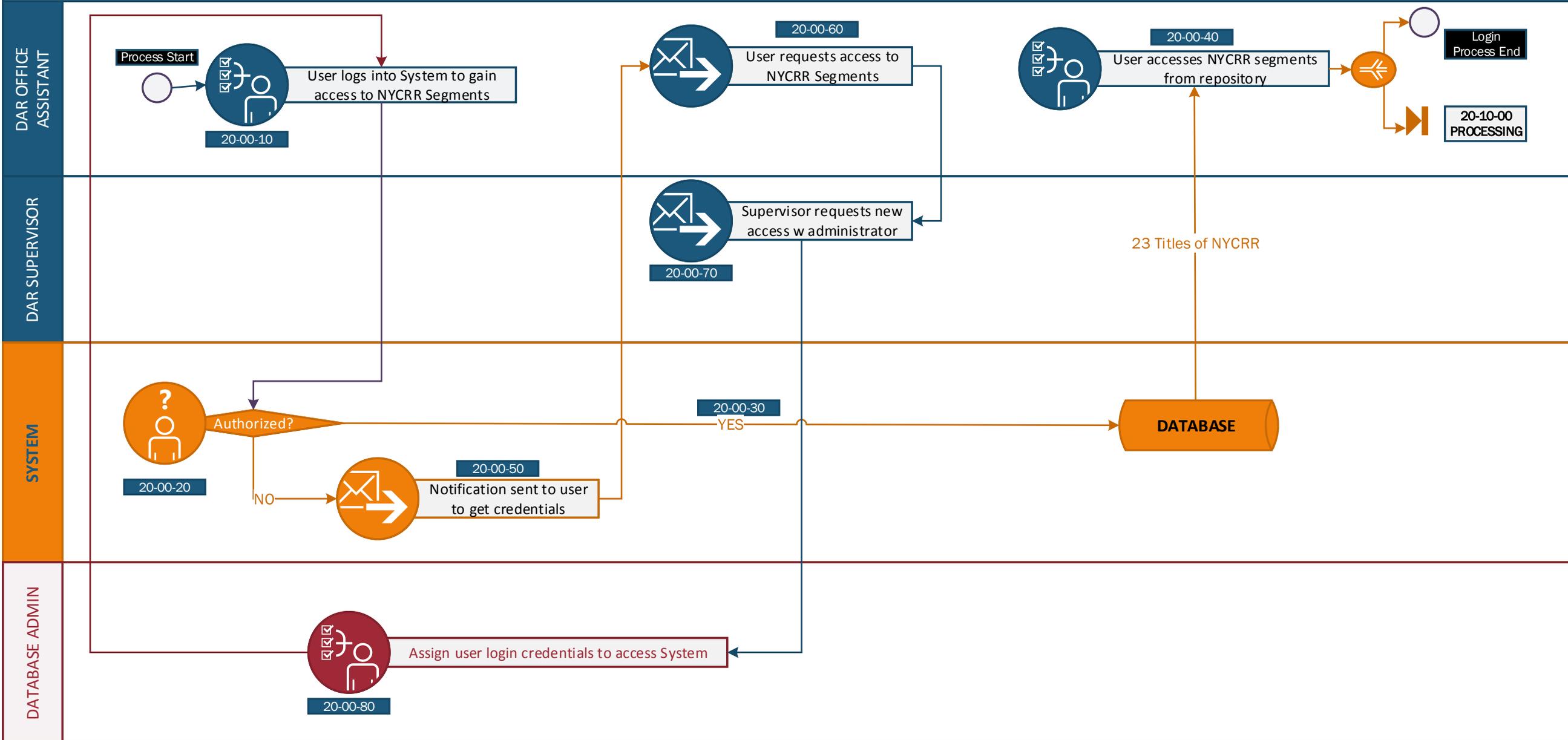


EXHIBIT 14 – Production Flow Charts (Continued)

DOS_DAR_NEW YORK CODES, RULES & REGULATIONS (NYCRR)_AS_IS_PROCESS_FLOW: PROCESSING

20-10-00

Last Edit Date: 8/9/2018

The NYCRR is the compilation of effective, adopted agency rules. The New York State Constitution declares that no rule or regulation made by any state agency, unless involving internal organization or management, shall be effective until filed with the Department of State (Art. IV, Sec. 8). The NYCRR encompasses more than 80 volumes in a loose-leaf format. The official text of each state agency is published in the NYCRR. The NYCRR also includes text references to material incorporated by reference to federal, state and private data (Exec. Law, Secs. 102-106).

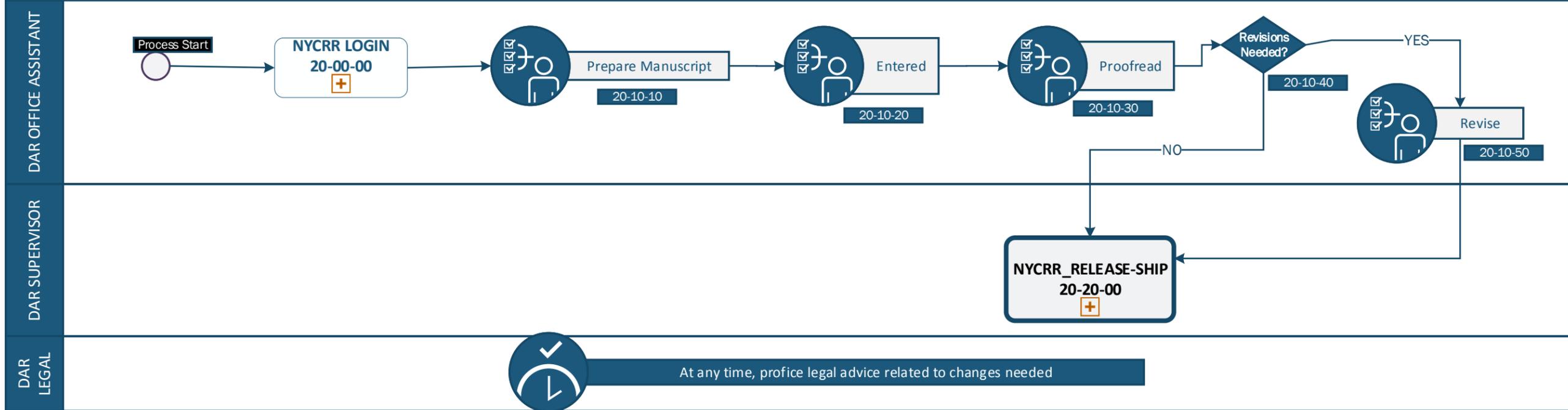
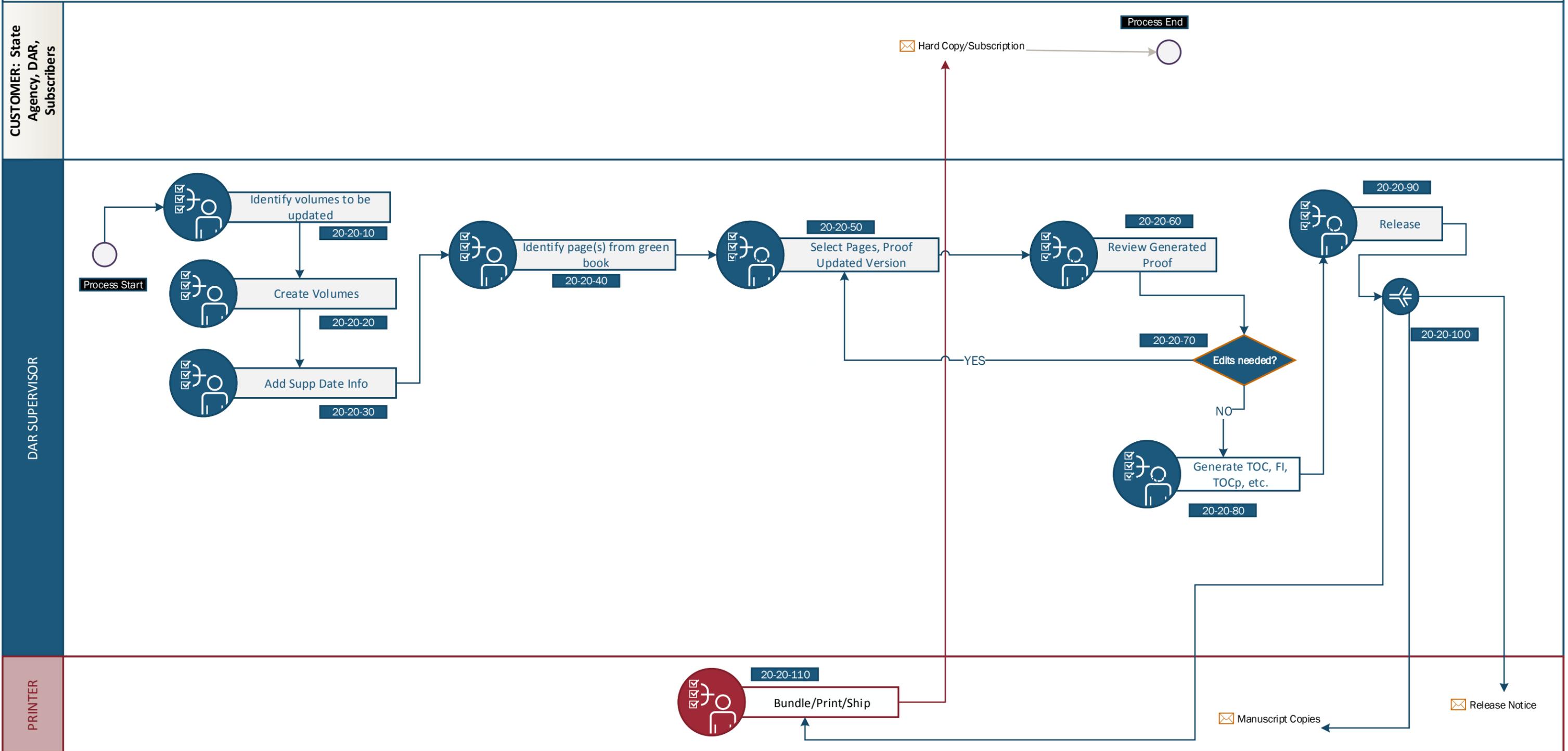


EXHIBIT 14 – Production Flow Charts (Continued)

The NYCRR is the compilation of effective, adopted agency rules. The New York State Constitution declares that no rule or regulation made by any state agency, unless involving internal organization or management, shall be effective until filed with the Department of State (Art. IV, Sec. 8). The NYCRR encompasses more than 80 volumes in a loose-leaf format. The official text of each state agency is published in the NYCRR. The NYCRR also includes text references to material incorporated by reference to federal, state and private data (Exec. Law, Secs. 102-106).



DESIRED PROCESS FOR EXCEPTION

The Register is the vehicle used to provide information on rules under development. Through the Division of Administrative Rules (DAR), the Department is charged with the responsibility of reviewing and accepting all rules, regulations and codes adopted in this state as well as organizing, publishing and printing this material. DAR must meet strict weekly production deadlines for publication of "rule making" notices in the Register, and comply with publication content provisions pursuant to the State Administrative Procedure Act (SAPA)

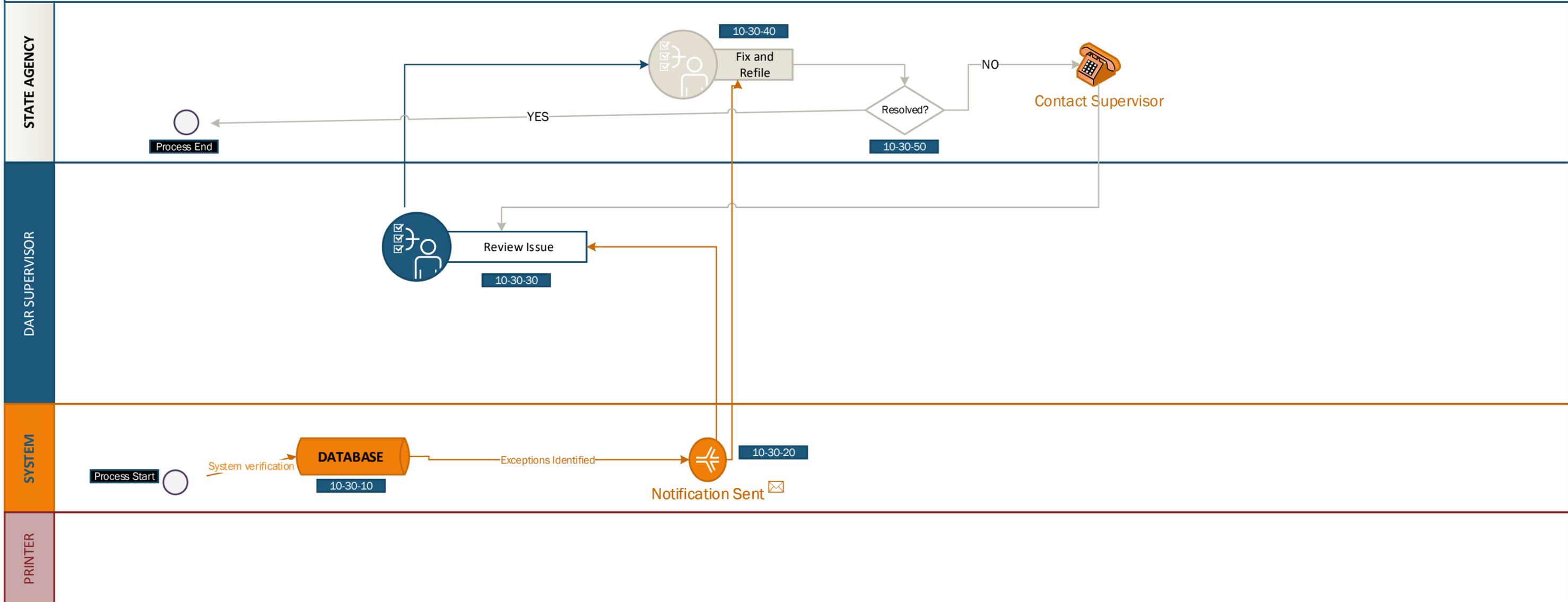


EXHIBIT 15 – High Level Requirements

| ID | CATEGORY | FUNCTIONAL REQUIREMENTS |
|-----------|-----------------|--|
| ADMIN-01 | Admin | System shall allow authorized DOS/DAR users access to assign login credentials to system users at DOS and other state agencies, as needed. |
| ADMIN-02 | Admin | System shall allow for additional dropdown values and apply business rules field level validations to be added to form templates by an authorized DOS/DAR user. |
| ADMIN-03 | Admin | The system will allow authorized DOS/DAR users to create folders within the workflow screens to manage the review and edits of submitted data and uploaded attachments. |
| ADMIN-04 | Admin | System shall have capability to set rules for effective dates & schedule for all rule makings for each issue and public comment period for publication to be based on filing dates and business rules. Submission week for the State Register will run from Wednesday through Tuesday ending at 11:59 p.m. |
| ADMIN-05 | Admin | System shall have capability to allow for updating schedules with holidays each year. |
| ADMIN-06 | Admin | System shall have capability to build style and formatting into each section for rule makings and other submissions. |
| ADMIN-07 | Admin | Configuration should be adjustable with component reuse for new transaction types and/or changes to existing transaction types, according to DOS/DAR preference, and statutory and regulatory changes. |
| AUDIT-01 | Audit Log | System shall maintain an audit log of what type of form data was submitted, who submitted the form data and the date and time it was submitted to and accepted by the system. |
| AUDIT-02 | Audit Log | The system shall maintain the history of any changes to a record in the system, who changed the record, the date and time of change and the values that were changed. |
| AUDIT-03 | Audit Log | The system will have a DOS/DAR repository for historical/archived records with DOS/DAR internal search capability. |
| BATCH-01 | Batch Job | System shall allow for batch processing of records such as records that are about to expire to generate reminder notices within 45 days of expiration date to agencies based on expiration dates and DOS/DAR preferences. |
| DOC-01 | Document Upload | System shall allow for an authorized Agency or DOS/DAR user to upload required attachments to a rulemakings and other submissions. |
| INTAKE-01 | Data Intake | System shall allow authorized DOS/DAR users the capability to file a rule making or non-rule making submission for the State Register/NYCRR on behalf of an agency. |
| INTAKE-02 | Data Intake | System will require an email address to be provided at time of transaction where all email notifications for uploading/submitting and acceptance/rejection will go. |

EXHIBIT 15 – High Level Requirements (*Continued*)

| ID | CATEGORY | FUNCTIONAL REQUIREMENTS |
|------------|------------|---|
| OUTPUT-01 | Output | System shall generate confirmation to the agency on their screen informing them that the form data was either uploaded/submitted successfully or unsuccessfully. This confirmation message will contain information such as date/timestamp of activity; whom uploaded by; form type and instructions that include email address(es) where correspondence related to the transaction will be sent. |
| OUTPUT-02 | Output | System shall generate email notifications to designated DOS/DAR email address(es) and email address(es) entered upon transaction that form data has been accepted or rejected from an agency. If rejected, an exception report will need to be generated for DOS/DAR and the submitted email address of filer containing user/agency submitting form data, type of form data and reason for transmission failure. |
| OUTPUT-03 | Output | The system shall allow for ad hoc reporting and querying tool capability. |
| OUTPUT-04 | Output | The system will have the capability to produce output and allow manual or automatic generation with designated parameters, such as letters, memos, e-mail communication templates, summary reports and internal dashboards for reporting purposes. |
| OUTPUT-05 | Output | System will allow for export of submitted data in a DAR designated format. |
| OUTPUT-06 | Output | System will allow for printing of individual sections or entire Register/NYCRR in a DAR designated format. |
| OUTPUT-07 | Output | System shall generate and send email to designated DOS/DAR email address(es) and the email address(es) entered upon transaction for an agency that the form data was uploaded successfully or unsuccessfully and the reason for any unsuccessful filings. |
| OUTPUT-08 | Output | System shall save copies of all communication sent to agencies to allow for reprinting and distribution. |
| PROCESS-01 | Processing | System shall allow for an authorized DOS/DAR user to review and validate attachments provided with submissions. |
| PROCESS-02 | Processing | System shall be able to save/without submit and save/resume entered data with final rulemakings filing by section for DAR review and processing. |
| PROCESS-03 | Processing | System shall allow for authorized DOS/DAR users to check out records for review from a queue. Record will remain accessible as Read Only when locked for editing. All records checked out can be worked on and checked back in by any DAR staff. The records are only locked while they are being used. |
| PROCESS-04 | Processing | The system shall allow the users to apply statuses to records in the workflow that will determine how the records are displayed in work queues. |

EXHIBIT 15 – High Level Requirements (*Continued*)

| ID | CATEGORY | FUNCTIONAL REQUIREMENTS |
|------------|-----------------|--|
| PROCESS-05 | Processing | System shall allow for preview of data submitted in a rendered and final complete format for review and editing by authorized DOS/DAR user. |
| PROCESS-06 | Processing | System shall allow for visual indicators to display on records in a work queue, such as holds, alerts and notices regarding the status of a record. |
| PROCESS-07 | Processing | System shall allow an authorized DOS/DAR user to enable or disable a record based on DOS/DAR preferences. |
| PROCESS-08 | Processing | System shall allow for a manual override process for authorized DOS/DAR users to allow for amending transactional data. For example: Publication date assigned based on filing date. |
| PROCESS-09 | Processing | System shall allow an authorized DOS/DAR user to select a minor or major revision and each process will be based on DOS/DAR preferences. |
| PROCESS-10 | Processing | System shall display visual indicators for required data intake fields. |
| PROCESS-11 | Processing | System shall validate data intake fields based on DOS/DAR preferences and display error messages as required. |
| PROCESS-12 | Processing | System shall allow for correction of finalized rendered print pages. |
| PROCESS-13 | Processing | System shall allow for manual select or unselect of options to be proofed for 1 or multiple items. |
| SEARCH-01 | Search | System shall allow for DOS/DAR internal searches for multiple search types for one or more criteria including keyword, advanced, sound ex and wild card by entering full or partial matches to key attributes of data submitted. |

EXHIBIT 16 – DOS Division of Administrative Rules Staffing

Director (1 person)

The Director of the Division of Administrative Rules shall be the liaison with the Contractor to implement any new publication/production system.

Publications Production Supervisor (1 person)

- Supervise the Publication Production Unit: direct supervision of the Publication Production Assistant
- Coordinate production schedules for the NYCRR, Register and department publications
- Provide guidance and technical support to the other state agencies in preparing rule making notices
- Train new staff; and cross-train staff to ensure appropriate back-up
- Work closely with vendors/contractors regarding hardware/software
- Ensure that all rule making procedures, forms and manuals are current with the State Administrative Procedure Act
- Review work products
- Review final ship of NYCRR before it is sent to current vendor for publishing and distribution

Publications Production Assistant (1 person)

- Supervise editorial and proofreading staff
- Supervise staff that enter and revise the NYCRR, NYS Register and departmental publications and forms
- Schedule workload to meet mandated deadlines
- Review work products
- Train new employees
- Act as liaison with state agencies to resolve filing inconsistencies
- Perform historical searches of the NYCRR and prepares certifications, as needed
- Oversees publication production unit activities in absence of Publication Production Supervisor
- Process NYCRR for final ship (FTP) to current vendor for publishing and distribution

Office Assistant 2 (Keyboarding) (3 people)

- Enter and revise text for the NYCRR, Register and departmental publications and forms
- Electronically capture text for NYCRR, Register and departmental publications and forms from E-mail or E-filings
- Prepare NYCRR manuscript
- Proofread NYCRR, Register and departmental publications

Office Assistant 2 (3 people)

- Review all NYS Register submissions and NYCRR filings and record pertinent information into the Tracking and Recordkeeping database
- Prepare NYCRR manuscript
- Copy edit Register manuscript
- Proofread NYCRR, Register and departmental publications
- File NYCRR supplements