

No. 25-5487

**In the
Supreme Court of The United States**

JOSEPH W. WADE,
Petitioner

v.

Walter T. Mosley,
in official capacity, et al.,
Respondent

**On Petition for a Writ of Certiorari to The United
States Court of Appeals for the Second Circuit**

**PETITION FOR REHEARING FROM DENIAL
OF CERTIORARI**

Joseph W. Wade
Pro Se Petitioner
9 Pinehurst Avenue,
Suite 2c
201.983.3009
owlcontract@gmail.com

November 26, 2025

Petitioner

Table of Contents

TABLE OF CONTENTS	i
INDEX OF APPENDICES	ii
TABLE OF AUTHORITIES	iii
I. Jurisdiction	1
II. Petition for Rehearing	1
III. Intervening Circumstances of a Substantial or Controlling Effect	2
IV. Other Substantial Grounds Not Previously Presented	7
V. Prayer for Relief	15
APPENDIX	

Index of Appendices

Appendix A	Selected pages of “ <i>New York State Urban Development Corporation; Guidelines Regarding the Use, Awarding, Monitoring and Reporting of Procurement Contracts.</i> ” (March 29, 2019)	APP 1
Appendix B	Empire State Entertainment Diversity Job Training Development Fund (July 16, 2020)	APP 8
Appendix C	Town of Olive SGCP Grant Requests (June 28, 2023)	APP 11
Appendix D	DOS Approved Utilization Plans (January 15, 2025)	APP 19

Table of Authorities

Cases	Pages
<i>Board of Regents of State Colleges</i> <i>v. Roth</i> , 408 U.S. 572 (1972)	9
<i>Harris v. Mills</i> , 572 F.3d 66, 72 (2d Cir. 2009)	8
<i>Kirke La Shele Company</i> <i>v. The Paul Armstrong Company et al.</i> 263 N.Y. 79; 188 N.E. 163 N.Y.	5
<i>Precision Instrument Mfg. Co.</i> <i>v. Automotive Maintenance Machinery Co.</i> 324 U.S. 806 (1945)	5
<i>Montgomery Ward & Co.</i> <i>v. Scharrenbeck</i> , 204 S.W.2d 508, 510 (Tex. 1947)	9
<i>Mt. Healthy City School District</i> <i>v. Doyle</i> , 429 U.S. 274 (1977)	7
<i>Triestman v. Fed. Bureau of</i> <i>Prisons</i> , 470 F.3d 471,474 (2d Cir. 2006)	8
<i>Vitek v. Jones</i> , 445 U.S. 480 (1980)	11
<i>United States v. Carroll Towing Co.</i> (1947)	6, 7
<i>United States of America</i> <i>v. Linda Sun ... and Chris Hu</i> , Cr. No. 24-CR-346	4

Constitution and Statutes

U.S. Const. Amend V	8, 9
U.S. Const. Amend IX	8, 9, 14
U.S. Const. Amend XIV	5, 9
NY Const Art I § 11	5
42 U.S.C §1983	7, 11
Civil Rights Act of 1964 (Amended)	14

New York State Statues

Public Authorities Law § 2879	2
Public Officers Law § 73	4
Public Officers Law § 74	4

Rules

S.Ct. R. 44	
S.Ct. R. 44(1)	1
S.Ct. R. 44(2)	1

Other Authorities

Eric J. Mitnick, <i>Procedural</i> <i>Due Process and Reputational Harm:</i> <i>Liberty as Self-Invention</i> (2009)	9
--	---

Hamilton, Alexander, <i>"Federalist No. 78." The Federalist, (1788)</i>	14
<i>Guidelines Regarding the Use, Awarding, Monitoring and Reporting of Procurement Contracts</i>	3, 5, 10
Guido Calabresi, <i>The Cost of Accidents: A Legal and Economic Analysis</i> (1970)	1, 3
<i>The Declaration of Traina</i> (ECF 22)	2, 10, 11

IN THE SUPREME COURT OF THE UNITED STATES PETITION FOR REHEARING

The Petitioner respectfully requests The Honorable Justices of The Supreme Court of The United States REHEAR the Petitioner's original meritorious and procedural claims and GRANT Certiorari.

I. Jurisdiction

Pursuant to Supreme Court Rule 44 (1) & (2), December 5, 2025, marks 25 days from November 10, 2025, the date the Denial of Petition was filed. A certificate of good faith is bound to this petition. Additionally, a certificate of service and a certificate of word count accompany this petition.

II. Petition for Rehearing

This Petition first outlines previously unexplored intervening circumstances of a substantial or controlling effect which demonstrates that this case is the "cheapest cost avoider" (*see Calabresi (1970)*) in confronting a real national security issue and secondly, by presenting other substantial grounds not previously presented which demonstrates this particular case to be a unique opportunity for the Court to further contour significant, concrete and enduring legal issues concerning fundamental constitutional rights.

III. Intervening Circumstances of a Substantial or Controlling Effect

The Defendant's deflection of culpability (*see* ECF 22) is an affirmative defense to the Petitioner's original claims. This rejection, not of facts, but of proximate cause, illuminates a longer and more unsettling trail of gross negligence.

In 2022, Robert J. Rodriguez, in his official capacity as New York State Secretary of State, authorized the use of M/WBE policies, terms and conditions in NYS DOS contracts. These were deployed, as declared (ECF 22), upon "standard templates" created by the NYS ESD.

Strictly speaking, New York law states, "1. Every public authority and public benefit corporation, ... shall adopt by resolution comprehensive guidelines which detail the corporation's operative policy and instructions regarding the use, awarding, monitoring and reporting of procurement contracts. Guidelines approved by the corporation shall be annually reviewed and approved by the corporation." (NY Pub Auth L § 2879-A)

Meaning, if not directly sighted from state law or the Governor, policy mandates and procedural guidelines can only be authorized from within the state corporations themselves. Even if a state entity adopts and uses templates originating from another state corporation, the issuing agency still holds liability for any negligent or non-compliant action in the issuance of a procurement solicitation.

More importantly though, the aforementioned adopted ESD templates and procurement processes are outlined in "*Guidelines Regarding the Use, Awarding, Monitoring and Reporting of Procurement Contracts.*" (selected pages in Appendix A)

This base document has remained in use by NYS OGS for over a decade and has regularly been revised and adopted by other state agencies. Recently, these revisions mostly involve a growing concern for race and sex conscious technical requirements.

As evidence, the OGS 2014 version only mentions "M/WBE" 8 times in 64 pages, while the ESD 2019 version (selected pages in Appendix A) mentions "MWBE" 60 times in 36 pages. This ESD version has since been regularly approved annually by ESD's Board of Directors and Members of New York State's Executive Chambers.

This indicates that this document, outlining M/WBE standards, template forms and the current policies, customs or usage surrounding them, was heavily influenced and annually reapproved by then Deputy Chief Diversity Officer Linda Sun.

In 2024, Linda Sun and her husband Chris Hu, were arrested and are currently under prosecution for acting as undisclosed agents for the People's Republic of China (PRC) and the Chinese Communist Party (CCP).

"While working for the NYS government, including in high-ranking posts ... in multiple state

agencies, the defendant LINDA SUN also acted as an undisclosed agent of the Government of the PRC and the CCP. Acting at the request of PRC government officials and CCP representatives, SUN engaged in numerous political activities in the interests of the PRC and the CCP... Additionally, the defendant LINDA SUN repeatedly violated internal rules and protocols within the NYS governor's office to provide improper benefits to PRC and CCP representatives..." (*United States of America v. Linda Sun ... and Chris Hu*, Cr. No. 24-CR-346, at 4)

This is direct and explicit evidence of a deeply 'tainted process.' A high-ranking New York State executive and policymaker, with influence over the relevant policies in question, has been federally indicted, arrested and accused by the DOJ of bribery, fraud, bid rigging and espionage.

On a state level, this is also a striking violation of the NYS Ethics Policies, specifically the provisions of Public Officers Law §§ 73 and 74.

In 2020, Linda Sun also held the position, Designee - Superintendent of NYS Department of Financial Services, where she headed an effort to reallocate NYS ESD monies historically earmarked for "distressed communities," redefining priorities and reallocating funds towards "diverse workers," regardless of 'distress levels.' (see Appendix B)

The race and sex conscious terms collectively surrounding engagement of MWBE firms is defined in New York State as "good faith efforts." There is more

than a preponderance of evidence that these are 'untailored' to 'strict scrutiny' and have been crafted by 'unclean hands.'

The Supreme Court explained in *Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co.* (324 U.S. 806 (1945)): "This maxim [of clean hands,] is far more than a mere banality... That doctrine is rooted in the historical concept of the court of equity as a vehicle for affirmatively enforcing the requirements of conscience and good faith."

"In every contract there is an implied covenant that neither party shall do anything, which will have the effect of destroying or injuring the right of the other party, to receive the fruits of the contract, in other words, every contract has an implied covenant of good faith and fair dealing." (*Kirke La Shele Company v. The Paul Armstrong Company et al.* 263 N.Y. 79; 188 N.E. 163 N.Y.)

The Constitution is a contract between The People of The United States of America and the federal government, ratified by the State of New York. Similarly, the New York Bill of Rights is a contract between the state and its citizens. New York State is in need of judicial clarification of what it means to substantively honor these contracts in 'good faith.' A legal elucidation of how to 'fairly deal' in an environment which has ignored the Fourteenth Amendment for almost forty years and may be otherwise warped by foreign influence.

To grant certiorari here is an opportunity for the Court to discuss these imperative legal contours. To reverse the lower court's decisions here, this '[C]ourt [would] affirmatively enforce[e] the requirements of [equity], conscience and good faith.'

New York State officials, in their official capacity, are the parties best suited to affect constitutional compliance in a cost-beneficial way, therefore, it is not only necessary but, prudent to regularly subject them to judicial scrutiny.

The Petitioner has shown beyond a reasonable doubt the existence of an unconstitutional business environment, which materially injures him in a concrete and particular way. Simultaneously, this environment unlawfully manipulates other market participants in substantially unconstitutional ways.

By declaring or assigning legal responsibility to the officials of the NYS DOS, this Court can identify, halt and prevent any systematic unconstitutionality more efficiently than through litigation with any other party. (i.e. local municipalities or other private businesses) Identifying 'wrong doers,' correcting 'bad faith actors' and avoiding a potentially calamitous unconstitutional environment in a 'least cost framework.' (see *Calabresi, The Cost of Accidents ...* (1970))

Placing the liability on the NYS DOS now will create an incentive for efficient and lawful market behavior in the future, ultimately minimizing the sum cost of future constitutional violations and the

possible litigation which follows. (see *United States v. Carroll Towing Co.* (1947))

Reopening this case is a chance to detect and correct possible foreign influence coercing unlawful 'state actions.' Actions either undertaken by verifiable 'bad faith actors' or by misinformed, deceived, or misled honest 'state actors,' who may still be 'knowingly' 'under the color of state law,' 'subject[ing], or caus[ing] to be subjected' 'citizen[s] of the United States ... [to a] deprivation of [] rights, privileges, [and] immunities secured by the Constitution and laws' (42 USC § 1983)

IV. Other Substantial Grounds Not Previously Presented

The Second Circuit has stated that the Petitioner's claims are untraceable to any cognizable injury because the technical worth of the DPQ was not valuable enough to change the outcome of any official decision. This is a *Mt. Healthy* burden-shift which, if carried, means that the defendant is not liable on the merits: no constitutional violation, no damages and no attorney's fees.

I object to the idea this case is parallel. Unlike *Mt. Healthy*, this case is not about a singular instance of a discrete 'at-will' decision nor a single loss of contract.

It is a request for judicial review of New York's 'good faith and fair dealing.' A 'stigma-plus' case against fraudulent labels and systematic economic stigma. A case praying for equitable relief and

vindication of the loss of civil liberties, fundamental constitutional rights, and federal regulatory interests, levied by negligent 'state actors.'

These circumstances hold their own separate causes-of-action derived directly from the due process and takings clause of the Fifth Amendment, as well as being surrounded by a surfeit of unenumerated rights, whose unarticulated nature "shall not be construed to" allow government infringement by the Ninth Amendment.

The Court must recognize the overlapping merits of the Petitioner's complaint instead of narrowing it into oblivion.

'Courts [shall] construe *pro se* pleadings liberally, *Harris v. Mills*, 572 F.3d 66, 72 (2d Cir. 2009), and interpret them to raise the "strongest [claims] that they suggest," *Triestman v. Fed. Bureau of Prisons*, 470 F.3d 471,474 (2d Cir. 2006).'

In this case, false statements, misinterpretations and purposeful procedural due process errors 'knowingly' levied by 'state actors,' creates a stigma around the Petitioner on the basis of race and sex. State categorization (see Appendix B) and a refusal to tailor these categories under strict scrutiny, has materially damaged the Petitioner's right to non-discrimination, procedural due process and equal protection without notice, a trial or fair compensation.

"Property interests protected by procedural due process extend well beyond actual ownership of real

estate, chattels, or money. By the same token, the Court has required due process protection for deprivations of liberty beyond the sort of formal constraints imposed by the criminal process.” *Board of Regents of State Colleges v. Roth*, 408 U.S. 572 (1972)

‘It is well established under common law that a ‘state actor’ should perform their duty with care, skill reasonable expedience and faithfulness to law. A negligent failure to observe any of these conditions is a tort, as well as a breach of contract.’ (*Paraphrased from*) *Montgomery Ward & Co. v. Scharrenbeck*, 204 S.W.2d 508, 510 (*Tex.* 1947)

“[T]he idea of liberty itself, is the conviction that each individual should be free to the greatest extent possible to determine his or her own commitments and attachments; that is, to determine one’s own identity. The harm that is caused when state actors, without due process of law, label and stigmatize individuals as wrongdoers thus runs more deeply than simply negatively impacting one’s social standing. Unchallenged stigmatic injury also frustrates individual self-invention, and in that sense deprives the individual of liberty without due process of law.” Mitnick, *Procedural Due Process and Reputational Harm ...* (2009)

The very DPQ, which the Second Circuit has erroneously construed to be the sole injury-in-fact, is not only an untailored facially discriminatory document that imposes unlawful values and

fraudulent technical worth upon the free market. Its technical consideration was unlawfully implemented within RFP 22-DRINYF-20, where the Petitioner was the lowest bidder.

Separate from the discrete technical points falsely awarded to others, its use is void altogether by state policy. This proves that these "standard templates," these state publications, and these solicitations are part of a 'tainted processes.' One riddled with 'bad faith' terms and unlawful conditions.

"Program regulations provide that ESD can either score a firm's diversity practices or the firm's status as a certified MWBE, but not both in the same procurement. So, if certified firms are likely to respond, then the solicitation should request proof of certified status. But if it is more likely that no MWBE will respond to a solicitation, the solicitation should request diversity practice information instead. In either event, this factor must not exceed 10% of the overall technical score." *Guidelines Regarding the Use, Awarding, Monitoring and Reporting of Procurement Contracts*. (Appendix A at APP 2)

The explicit terms of RFP 22-DRINYF-20 violate the above guidelines. "The Diversity Practices Questionnaire will be scored in accordance with the established matrix." (see ECF 22 (RFP at 24)) Additionally, "for purposes of this solicitation, DOS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE")

participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs) ...Additionally, ... the Department of State will review the submitted MWBE Utilization Plan and advise the Bidder of Department of State acceptance or issue a notice of deficiency within 30 days of receipt." (see ECF 22 (RFP at 34-35))

These terms are used explicitly and knowingly to stigmatize individual firms or persons on the basis of race or sex and steer the free market towards preferred "qualitative factors."

What unambiguously lifts this case to the level of gross negligence, actionable under the 'good faith and fair dealing doctrine,' the 'stigma-plus doctrine,' and 42 U.S.C. § 1983, is that 'state actors' are first and foremost constitutional officers.

Because the "minimum [procedural] requirements [are] a matter of federal law, they are not diminished by the fact that the State may have specified its own procedures that it may deem adequate for determining the preconditions to adverse official action." *Vitek v. Jones*, 445 U.S. 480 (1980)

This M/WBE program is voluntary, officials know they are only adding additional compliance risks and potential liability to their own contracts. They knowingly choose to cross legal boundaries, ignore law, and inject legal uncertainty into the free market.

As stated in New York State's very weak justification for diversity programs, discrimination can be active or passive. By skirting their own constitutional and state obligations in 'bad faith,' officials not only violate their own sacred constitutional duty-of-care, they demand and allow others to do the same.

The Second Circuit has ignored this yet, it is a point that remains imperative to constitutional soundness. Appendix C & D have been included to demonstrate a real concrete example of how arbitrarily these "good faith" terms are implemented, and how capriciously they are enforced.

Appendix C is a 2023 request by the Town of Olive NY to retroactively amend the terms of SGCP Grant # C1002350, six months after their proposal was chosen for award by the NYS DOS.

Page 1 (APP 11) is a request to retroactively extend the timeline of the grant into the past, so that the town can use state grant monies to pay their contractor, La Bella, for work completed before the grant was dispersed.

Page 2 (APP 12) is a separate request. The Town of Olive received approval for the SGCP Grant in January, 2023. The DOS SGCP Grant had participation goals of 15% WBE and 15% MBE. On June 13, 2023, the town hired contractor La Bella but, the accepted budget reflected a 30% participation by a WBE only. Because work on the grant had already begun before the dispersal of the grant, the town

requested, on June 18, 2023, that the grant's terms be manipulated to require a 30% M/WBE goal instead of a 15% WBE and 15% MBE goal.

Oversight for this decision is the responsibility of the DOS POC. Appendix D, page 1, shows that this officer is Catherine Traina (APP 19) and page 2 shows that the M/WBE effort goals were indeed amended and the contract back dated to "5/1/23." (APP 20)

Appendix C, page 6, is a further example of disingenuous terms imposed on the market (APP 16). Form A is a standard signed affidavit, it promises that an "organization will and will cause its contractors and subcontractors to take good faith actions ... (4) [and] where feasible, [to] divide the work into smaller portions to enhance[] participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation."

This affidavit was signed and submitted ten days after the town supervisor requested specifically to do the opposite.

Moreover, the terms of Form A are facially contradictory, in the same breath a person swearing to specifically seek out participation of M/WBE firms, a race and sex certification, they also affirm that "(b) [t]his organization shall state in all solicitation action[s] ... 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, disability or marital status.”

Any person who signs this is swearing to inconsistent, mutually exclusive terms which are impossible to satisfy honestly. These illogical forms constitute arbitrary and capricious ‘executive state action’ which violates the precedent surrounding this Court’s interpretation and incorporation of the Fifth Amendment.

Furthermore, ‘unfair’ executive enforcement of these vague terms inspires and causes private actors to arbitrarily violate the Civil Rights Act of 1964 (amended). These free-market participants are coerced by the enticement of state monies, agreeing to disjointed ‘unfair’ and ‘stigmatizing’ terms with a wink and a nod.

This case is an opportunity for the Court to reestablish an objective relationship between the law and ‘state action.’

New York State executives regularly step beyond the contours of lawful constitutionally sound principals and our American adversarial system, limitations on state power “can be preserved in practice no other way than through the medium of the courts of justice, whose duty it must be to declare all acts contrary to the manifest tenor of the constitution void.” (*Federalist No. 78*, Hamilton)

V. Prayer for Relief

The Court should GRANT this Petition for Rehearing from Denial of Certiorari.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joe Wade", is written above a horizontal line.

Joseph W. Wade
Pro se Litigant
November 26, 2025

CERTIFICATION OF PRO SE PETITIONER

No. 25-5487

JOSEPH W. WADE,
Petitioner

v.

Walter T. Mosley,
in official capacity, et al.,
Respondent

I certify that the Petition for Rehearing from Denial of Certiorari is presented in good faith and not for delay and is restricted to the grounds specified in Supreme Court Rule 44.2.

A handwritten signature in black ink, appearing to read 'Joe Wade', is written above a horizontal line.

Joseph W. Wade
Pro Se Petitioner
November 26, 2025

No. 25-5487

APPENDIX

**PETITION FOR REHEARING FROM DENIAL
OF CERTIORARI**

Index of Appendices

Appendix A	Selected pages of “ <i>New York State Urban Development Corporation; Guidelines Regarding the Use, Awarding, Monitoring and Reporting of Procurement Contracts.</i> ” (March 29, 2019)	APP 1
Appendix B	Empire State Entertainment Diversity Job Training Development Fund (July 16, 2020)	APP 8
Appendix C	Town of Olive SGCP Grant Requests (June 28, 2023)	APP 11
Appendix D	DOS Approved Utilization Plans (January 15, 2025)	APP 19

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
Guidelines Regarding the Use, Awarding, Monitoring
and Reporting of Procurement Contracts**

Effective March 29, 2019

5. Approval to Advertise

Prior written approval of the Officer(s) specified in Attachment A to these Guidelines is required when you need to advertise a procurement opportunity, including Requests for Proposals (“RFPs”), Requests for Statements of Qualifications (“RFQs”) and Requests For Expression of Interest (“RFEIs”) (See Section 7: Types of Solicitation).

Note also that other approvals may be required to comply with State Division of Budget procedures (see Section 11.4). Submit the ESD Procurement Opportunity Advertisement Approval form (select Corporate or Subsidiary) to the appropriate officer at least 10 business days in advance of the relevant New York State Contract Reporter publication submission date (the Contract Reporter is published daily).

6. Contents of ANY Procurement Solicitation

For all Procurement Contracts (see section 1.1), whether the procurement is formal (such as an RFP, RFQ or RFI) or informal (such as procurement for less than \$50,000, or a Discretionary Purchase from an MWBE for up to \$200,000, or procurement from a pre-qualified list) the same basic information should be included in the solicitation:

- (i) What goods are being sought or what scope of services is desired;
- (ii) What the projected length (“term”) of the resultant contract will be;
- (iii) What criteria will be used in evaluating bids, and how those criteria are weighted. For example, price, bidders’ expertise, the qualifications of the proposed staff; past history of government contracts, references/testimonials, understanding of ESD’s mission, and either diversity practices (commitment to sound diversity practices within the firm) or a firm’s status as a certified MWBE and/or SDVOB¹;
- (iv) A schedule of relevant dates (when bid is due, when questions may be asked or briefing meetings/interviews held, etc);
- (v) Contact information for a designated contact at ESD who is the only person at ESD to whom communications about the solicitation may be directed. Failure to abide by this requirement may result in disqualification of the bidder.

¹ Program regulations provide that ESD can either score a firm’s diversity practices or the firm’s status as a certified MWBE, but not both in the same procurement. So, if certified firms are likely to respond, then the solicitation should request proof of certified status. But if it is more likely that no MWBE will respond to a solicitation, the solicitation should request diversity practice information instead. In either event, this factor must not exceed 10% of the overall technical score.

(vi) ESD's insurance requirements (obtained from Contract Administration for all solicitations);

(vii) ESD's contractor and supplier diversity requirements: MWBE and SDVOB goals, if applicable (goals should be identified before seeking approval to advertise);

(viii) Disclosure to bidders that they must be able to demonstrate that they are responsible bidders, in good standing under the laws of New York and capable of fulfilling the requirements of the contract, and untainted by past non-performance or criminality;

(ix) A copy of the ESD standard terms and conditions to which the successful bidder will be expected to agree. This will generally be ESD's Schedule A - Standard Terms and Conditions (For Materials and Services or for Law Firms). IMPORTANT: ESD's standard terms and conditions must be sent to potential vendors as early in the process as possible, to avoid later disputes about terms.

(x) VENDREP Form where needed (See Section 8.13);

(xi) Proof that the vendor is authorized to do business in New York State, if services are to be performed in New York State. Generally, this will require NYS Department of State Registration, which can be checked here;

(xii) Encouragement of use of New York State businesses as sub-contractors or suppliers (See Section 8.6).

A template for informal solicitation language can be viewed [here](#).

7. Types of Solicitations

7.1. General

There are a number of procurement techniques available, including Request for Proposals (RFP) and Request for Statements of Qualifications (RFQ) and, rarely, Requests for Expressions of Interest (RFEI). When selecting among these various approaches, the determining factors are:

- The importance of price or cost as a component in the review of incoming bids or proposals; and
- The ability to define specifications for goods or services being acquired, or to obtain those specifications from potential vendors (where the RFEI may be useful).

Generally, contracts for goods are to be awarded on the basis of "lowest price" and contracts for services are to be awarded on the basis of "best value" among responsive and responsible vendors. "Best value" is the basis for awarding service and technology contracts to the vendor that optimizes

quality, cost and efficiency, among responsive and responsible vendors. The basis for a “best value” contract award must be, wherever possible, quantifiable. However, all procurement solicitations issued by ESD are to be guided by the same basic principles:

Clarity: Procurement documents should clearly convey to vendors what ESD wants to buy;

Fairness: No vendor should be advantaged over another. All information concerning the solicitation shall be conveyed in writing to all vendors participating in the process, including but not limited to process rules and evaluation criteria (note that vendors must submit a statement of non-collusion (see s. 7.2 below)

Openness: All relevant vendors should have an equal opportunity to respond to the offering.

Disclosure of Selection Criteria: The criteria for awards should be developed before bids/proposals are received. Vendors should know generally the basis upon which their offers are being judged. Note that if cost is weighted below 20%, a written justification for such weighting should be prepared and included in the Procurement Record;

Efficiency: The process should be efficient, fair and able to withstand public scrutiny.

7.2. Requests for Proposals (“RFP”)

RFP solicitations may range from relatively uncomplicated procurements to highly complex, long term efforts involving the significant commitment of both ESD and vendor resources.

RFPs follow a common format, focusing on a description of tasks including, but not limited to:

- Description of program objectives and background;
- Scope of services to be provided;
- Detailed requirements or specifications (required qualifications of vendors, “what” is needed and “how” services should be provided). Note that the terms of the RFP may not be knowingly tailored to favor a particular vendor;
- Statement of Non-Collusion, Required by s. 2878 of the Public Authorities Law (responders must certify that they have not colluded with any other responder(s) in their proposal).

[Click here to view ESD’s standard RFP template.](#)

status, sex, marital status, disability or other protected basis. As of June 1, 2018, all ESD contracts must contain a representation that the vendor's policies or practices do not fail to address harassment and discrimination.

8.4. Compliance with Executive Law Articles 15-A & 17-B: Contractor and Supplier Diversity

Background

All Procurement Contracts must comply with the requirements of Executive Law Article 15-A, which governs the New York State MWBE Program. The purpose of the MWBE Program is to eliminate historic barriers to participation by minority and women-owned business enterprises in State contracting. The MWBE Program contributes significantly to ESD's mission of promoting a growing State economy; encouraging business investment and job creation; and supporting diverse, prosperous local economies across the State. Staff should be familiar with the MWBE Operations Primer published by the Division of Minority and Women's Business Development to ensure compliance with MWBE-related laws and requirements.

All Procurement Contracts must also comply with the requirements of Executive Law Article 17-B, which acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Staff should familiarize themselves with the SDVOB Operations Guidance published by OGS to ensure compliance with SDVOB-related laws and requirements.

ESD staff are expected to encourage the use of MWBEs and SDVOBs in all procurements, including any amendments to existing contracts. Staff must reach out to the Office of Contractor and Supplier Diversity ("OCS") as early as possible in the procurement process in order to facilitate goal-setting for each contract. Additionally, upon advertising a solicitation for a new opportunity, staff should consider publicly posting a list of State-certified MWBEs or SDVOBs who have expressed interest in subcontracting opportunities in connection with the solicitation. Click here for an example of how to advertise potential opportunities for MWBEs: <http://www.panynj.gov/business-opportunities/pdf/OBDCR-LGA-MWBE-Flyer-16-F4%20.pdf>.

Executive Order 162

Pursuant to Executive Order Number 162 ("EO 162"), all New York State contracts, agreements and procurements issued and executed on or after June 1, 2017 require contractors to submit detailed workforce utilization reports that include the job title and gross wages of each employee of a contractor and subcontractor performing work on a State contract either or each employee in the contractor's and subcontractor's entire workforce, if the individuals working directly on a State contract cannot be identified. A State contract includes all agreements in excess of \$25,000 for services and commodities, and all agreements in excess of \$100,000 for construction. Contractors and subcontractors performing work on construction contracts with a total value in excess of \$100,000 are required to submit workforce utilization reports to on a monthly basis, within ten (10) days of the end of that month. Contractors and subcontractors performing work on commodities and service contracts with a total value in excess of \$25,000 are required to submit workforce utilization reports to on a quarterly basis within ten (10) days of the end of that quarter.

Goal-setting

All State contracts exceeding \$25,000 for commodities or services and \$100,000 for construction must be assessed for MWBE & SDVOB goals. For ESD's purposes, a State contract includes commodities procurements, professional services contracts, loans, grants, and leases of real property involving construction, demolition, replacement, and major repairs or renovation.

OCSD is responsible for ensuring ESD's compliance with the MWBE and SDVOB Programs. OCSD works with ESD program staff (project managers, program directors, originators and procurement officers) to determine if a contract is eligible for MWBE and SDVOB goal setting, exempted² from goal setting, or excluded³ from goal setting.

It is important to note that whole projects cannot be assessed for goals; rather individual contracts must be assessed for goals.

OCSD may determine that an MWBE goal below the agency-specific goal of 30% is appropriate because there are limited or no subcontracting opportunities and/or limited or no availability of certified MWBEs to perform or provide specific goods or services. All goals of less than 30% MWBE participation, other than a zero goal determination, must be forwarded to the Executive Chamber for review and must include documentation to reflect the reason for goal reduction.

Waiver Requests

A firm responding to a solicitation or already engaged on an ESD contract, after making good faith efforts to achieve the maximum feasible portion of an MWBE and/or SDVOB participation goal, may submit an MWBE Waiver Request Form or SDVOB Waiver Request Form to OCSD with appropriate information documenting its "good faith efforts"⁴ to meet its goals. The waiver process includes reviews by: OCSD and the OCSD Counsel. The Executive Chamber must approve a waiver before it can be issued.

Waivers must be sought even if the overall MWBE goal is met but either the Minority-owned Business Enterprise or the Women-owned Business Enterprise component of the MWBE goal is not met in part or in full.

² "Exemptions" are defined contracts which are excluded from MWBE and SDVOB goal setting. Some examples of exemptions are wages, benefits, and other employee-expenditures; debt service; travel reimbursement; utilities; OGS centralized services; sole source contracts (subject to there being no MWBE or SDVOB available to participate as sub-contractor when subcontracting is appropriate); postage; telephones; operating transfers; certain rentals and repairs; and special departmental charges (i.e. unemployment insurance and tuition reimbursement).

³ "Exclusions" are contracts that either do not have subcontracting opportunities or no availability of certified MWBEs or SDVOBs to perform or provide specific goods or services. In cases where a contract is awarded by a means other than an RFP, including, but not limited to, discretionary purchases and single source contracts, DMWBD/OGS will only grant an exclusion if MWBEs or SDVOBs are solicited to participate as prime contractors or no MWBEs or SDVOBs are available to participate as prime contractors.

⁴ "Good Faith Efforts" are the actions that all contractors must demonstrate to certify they have performed their due diligence to solicit MWBE and SDVOB participation in support of their State contract goals. Good Faith Efforts requirements are outlined in 5 NYCRR §142.7 (MWBEs) and 9 NYCRR § 252.2(n) (SDVOBs).

A waiver of MWBE or SDVOB goals will not be granted unless the contractor has provided documentation of good faith efforts. In addition to completing a waiver request form, the contractor shall also provide OCSD with supporting information including, but not limited to:

- A statement setting forth the basis for the waiver request;
- The names of general circulation, and trade association publications in which certified MWBE/SDVOBs were solicited for the purposes of complying participation goals related to this contract;
- A list identifying the date(s) that all solicitations for certified MWBE/SDVOB participation were published in any of the above publications;
- A list of all certified MWBEs appearing in the NYS Directory of Certified Firms and all certified SDVOBs appearing in the OGS Directory that were solicited for purposes of complying with the participation goals;
- Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations to all certified MWBEs/SDVOBs;
- Copies of responses to solicitations received from certified MWBEs/SDVOBs;
- Copies of bid prices from all respondents to a solicitation; and
- A description of any contract documents, plans, or specifications made available to certified MWBEs/SDVOBs for purposes of soliciting bids and the date and manner in which these documents were made available.

In the event that a waiver is not granted or approved by one or all of the above parties, OCSD may assess liquidated damages or seek settlement in accordance with the MWBE and/or SDVOB Regulations and the provisions of the contract language.

Where practical, feasible and appropriate, ESD shall promote and encourage participation by MWBEs and SDVOBs in the selection and award of all contracts. Such MWBE and SDVOB participation shall be documented in a regular supplement, prepared by OCSD, for inclusion in the quarterly and annual reports made by Contracts Administration to the Board. To assist in the gathering of this information, the originator must provide OCSD with a completed Utilization Plan of MWBE and, separately, SDVOB Participation, from the potential contract awardee, for OCSD's review and approval, prior to contract award. The required forms are accessible at <http://intranet.empire.internal/financeProcurement.asp> (scroll down to "MWBE/SDVOB/DBE Non-Discrimination and Contractor & Supplier Diversity Forms").

8.5. Compliance with Iran Divestment Act of 2012

Every bid or proposal made to ESD pursuant to a competitive solicitation as provided in these Guidelines must contain the following statement, signed by the bidder or respondent and affirmed as true under penalty of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder 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 that each bidder is not

NEW YORK STATE URBAN DEVELOPMENT CORPORATION

d/b/a Empire State Development

Meeting of the Directors

Conducted Via Teleconference

July 16, 2020

MINUTES

In Attendance

Directors:

Howard A. Zemsky - Chair
Eric J. Gertler
Hilda Rosario Escher
Cesar A. Perales
Linda Sun, Designee - Superintendent of NYS Department of
Financial Services

Present for ESD:

Simone Bethune, Senior Project Manager
Douglas Bressette, Treasurer
James Fayle, Director - Central New York Regional Office
Elizabeth Fine, Executive Vice President - Legal and General Counsel
Ed Hamilton, Executive Vice President - Administration
Felisa Hochheiser, Director of Compliance
Elaine A. Kloss, Chief Financial Officer
Edwin Lee, Senior Vice President and Director of Economic Incentives
Cara Longworth, Director - Long Island Regional Office
Holly Leicht, Executive Vice President - Real Estate Development &
Planning
Kathleen Mize, Deputy Chief Financial Officer and Controller
Richard Newman, Executive Vice President and Chief of Staff
Pravina Raghavan, Executive Vice President - Small Business and
Technology Development
Michael Reese, Director - Mohawk Valley Regional Office
Debbie Royce, Corporate Secretary
Matt Watson, Senior Vice President and Executive Director - NYSTAR
Goldie Weixel, Senior Managing Attorney
Kevin Younis, Chief Operating Officer

**EMPIRE STATE ENTERTAINMENT DIVERSITY JOB TRAINING
DEVELOPMENT FUND GUIDELINES**

Statutory Authority

Chapter 50 of the Laws of 2020

Chapter 39 of the Laws of 2019

Section 96-ff of the State Finance Law

EMPIRE STATE ENTERTAINMENT DIVERSITY JOB TRAINING DEVELOPMENT FUND GUIDELINES

A. Purpose and General Description

Chapter 39 of the Laws of 2019 created the empire state entertainment diversity job training development fund. Monies in the fund shall be expended for job creation and training programs that support efforts to recruit, hire, promote, retain, develop and train a diverse and inclusive workforce as production company employees in the motion picture and television industry within the state of New York including, but not limited to, those programs that promote development in economically distressed areas of the state.

Monies in the fund may be transferred from the Department of Economic Development to New York State Urban Development Corporation d/b/a Empire State Development to effectuate the purposes of these guidelines pursuant to Chapter 50 of the Laws of 2020.

B. Definitions

For the purposes of this section, the terms below shall have the following meaning:

1. "Diverse workers" shall include women and workers who can demonstrate membership in any one of the following groups:

- (1) Black persons having origins in any of the Black African racial groups;
- (2) Hispanic/Latino persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (3) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.



Jim Sofranko, Supervisor
PO Box 180, West Shokan, NY 12494
845-657-8118 x 4
olivesupervisor@gmail.com

June 18, 2023

Re: Smart Growth Comprehensive Plan contract #C1002350 – MWBE Requirements

To Whom It May Concern,

The Town of Olive was pleased to be awarded a NYS Department of State (NYSDOS) Smart Growth Comprehensive Plan (SGCP) grant on January 4, 2023 to complete the town's first Comprehensive Plan. A Request for Proposal (RFP) was written by the town using the information provided in the NYSDOS Attachment C Workplan. The RFP was solicited, as a single source in accordance with the Town of Olive Procurement Policy and Procedures, to LaBella Associates in April 2023 and a proposal was received from LaBella on June 1, 2023.

The Town Board of Olive, at its June 13, 2023 meeting, approved the proposal submitted by LaBella Associates to complete the Town of Olive Comprehensive Plan using the SGCP funding. The LaBella proposal states the "planning process will include all relevant tasks and comply with all requirements specified by the NYS Department of State which is providing funding for the Comprehensive Plan".

However, upon receiving the unexecuted Master Grant Contract on June 2, 2023 it was realized the MWBE utilization goal was 30% obligation but further broken down into 15% Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) in Attachment B-1-Expenditure Budget. Neither the Town of Olive nor LaBella associates realized this requirement prior to soliciting and accepting the proposal from LaBella.

The town would like to request the contract be modified to simply require a 30% MBWE utilization without the specific 15% utilization breakdown for MBE and WBE.

Please feel free to contact me if you have any questions or comments.

Thank you,

Jim Sofranko

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Town of Olive
45 Watson Hollow Road, P.O. Box 180
West Shokan, NY 12494

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Town of Olive - Contract C1002350
Town of Olive Smart Growth Comprehensive Plan

Contact Update Form

Please update/specify information for up to (4) people to receive contract related correspondence from DOS. Ideally, we would want to see the CEO, Grant Administrator, Project Manager and MWBE Liaison listed on this form.

All changes should be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address of the Town of Olive	Town of Olive 45 Watson Hollow Road, P.O. Box 180 West Shokan, NY 12494	
Supervisor of the Town of Olive:	Name: James Sofranko Title: Supervisor Affiliation: Town of Olive Email: olivesupervisor@gmail.com Phone: 845-657-8118	
Contact Person #1:	Name: Barbara Johnston Title: Project Manager/ Grant Administrator Affiliation: LaBella Associates Email: bjohnston@labellapc.com Phone: (585) 295-6636	
Contact Person #2:	Name: Drew Boggess Title: Deputy Supervisor Affiliation: Town of Olive Email: dboggesstownofolive@gmail.com Phone: 845-657-2049	
MWBE Liaison:	Name: James Sofranko Title: Supervisor Affiliation: Town of Olive Email: olivesupervisor@gmail.com Phone: 845-657-8118	

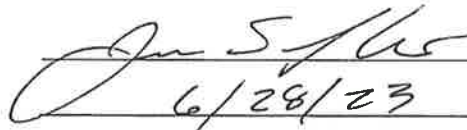
Contract Review Form

- On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct? ☒ YES ☐ NO
- On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred (including match)? YES ☒ NO
- In Attachment B, does the budget accurately reflect the anticipated costs and MWBE goals for the project? YES ☒ NO
- In Attachment B, Category E, are all known subcontractors accurately reflected? YES ☒ NO
- In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project? ☒ YES ☐ NO
- Confirm that the Town of Olive is registered in the NYS Contract System and that the MWBE Liaison is able to access the NYSCS. Not needed as subcontractor already selected with 30% MWBE participation YES ☐ NO
- Confirm that MWBE Form A (or copy of EEO policy) is included in this submission (for planning contracts over \$25,000 and construction projects over \$100,000). ☒ YES ☐ NO
- Confirm that MWBE Form B (for the grantee, as well as any known subcontractors) are included in this submission (for contracts over \$250,000). Not required YES ☐ NO
- Confirm that MWBE Form D or MWBE Form D-1 is included in this submission, and that MWBE Form D will be resubmitted each time any new MWBE subcontractors are selected during the life of the contract. ☒ YES ☐ NO
- Confirm that the Vendor Responsibility Questionnaire has been completed for any NFP Grantees receiving \$50,000 or more, as well as any known subcontractors receiving \$100,000 or more in State Funds, and that Disability and Workers' Comp certificates are included in this submission for any NFP Grantees. ☒ YES ☐ NO
- Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or as requested by DOS. ☒ YES ☐ NO
- Confirm that all documentation related to procurements under this contract, including documentation related to Good Faith Effort to secure MWBE utilization, will be retained during the life of the contract and submitted as requested by DOS (see attached document "MWBE Good Faith Effort Documentation"). ☒ YES ☐ NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Supervisor:

Date:


6/28/23

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: Barbara Johnston, Project Manager Phone: (585) 295-6636
Email Address: bjohnston@labellapc.com

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, James Sofranko, the Olive Town Supervisor
agree to adopt the following policies with respect to the project being developed or services rendered at
the Town of Olive:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 28th day of JUNE, 2023

By: 

Print: James Sofranko

Title: Town Supervisor

James Sofranko, Town Supervisor is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30.00% Minority and Women's Business Enterprise Participation

15.00% Minority Business Enterprise Participation

15.00% Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: Town Supervisor

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>FROM: 7/1/2023 TO: 6/30/2026</p> <p>CURRENT CONTRACT PERIOD:</p> <p>FROM: 7/1/2023 TO: 6/30/2026</p> <p>AMENDED TERM:</p> <p>FROM: TO:</p> <p>AMENDED PERIOD:</p> <p>FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount)</p> <p>CURRENT: \$54,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>			
<p>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)</p>				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				
<p>ATTACHMENTS PART OF THIS AGREEMENT:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> </div> <div style="width: 48%;"> <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> </div> </div>				

New York State Minority and Women-Owned Business Enterprise (MWBE) Program
Approved Utilization Plans: Fiscal Year 2024/2025

Agency Name:	NY State Department of State
Date:	1/15/2025

Name:	Catherine Traina
Title:	Assistant Director, Contracts and Procurement
Email Address:	Catherine.Traina@dps.ny.gov

(1) Description of Contract Scope Includes:
Construction
Non Construction
Commodities
Services
Services and Commodities

(2) Description of Approved Waiver Includes:
Lack of MWBE firms available
MWBE firms were non responsive to solicitations
Insufficient subcontracting opportunities
Specialized work/knowledge/equipment required
Location impacted availability
MWBE firms responded to solicitation but declined to bid
Change in budget and/or project phasing limited the scope for subcontracting
Change in timeline affected MWBE utilization and availability
MWBE bid(s) were too high compared to non-MWBE
No MWBE waiver requested
Other

Contract Number	Prime Contractor Name	Contract term dates	Contract Amount	(1.A) Description of Contract Scope	MWBE Certified Subcontractor Name	(1.B) Description of Subcontract scope	(2) Description of Approved Waiver
C1002016	City of Ithaca	3/1/2022 - 2/28/2027	\$ 3,230,053.00	Non-Construction	Templeton Landscape Architecture & Planning	Non-Construction	No Waiver Requested
					Shumaker Consulting Engineering and Land Surveying, D.P.C.	Non-Construction	
					RAM-TECH Engineers of Syracuse	Non-Construction	
					Earthroad Asphalt	Construction	
					Alport & Sons, Inc.	Non-Construction	
					Certified Safety Products of NY, Inc.	Construction	
					Seddel Construction	Construction	
					Pavilion Drainage Supply Company, Inc.	Non-Construction	
					Restart Solutions LLC	Construction	
					Turtle & Hughes, Inc.	Services and Commodities	
C1002328	Town of Bolton	7/1/2023 - 6/30/2026	\$ 50,014.00	Non-Construction	4ward Planning, Inc.	Non-Construction	No Waiver Requested
					Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C	Non-Construction	
C1002418	City of Gloversville	7/1/2023 - 6/30/2028	\$ 2,050,000.00	Non-Construction	Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C	Non-Construction	No Waiver Requested
					Ravi Engineering & Land Surveying, PC	Non-Construction	
					ASK Slip Forming, Inc.	Construction	
					SY Kim Land Surveying, P.C.	Non-Construction	
					E.M. Petrick and Company	Non-Construction	

Contract Number	Prime Contractor Name	Contract term dates	Contract Amount	(1.A) Description of Contract Scope	MWBE Certified Subcontractor Name	(1.B) Description of Subcontract scope	(2) Description of Approved Waiver
C1001300	City of Watertown	9/1/2019 - 6/30/2024	\$ 1,975,000.00	Non-Construction	Aubertine & Currier Architects Engineers & Land Surveyors, PLLC Kai-Harbour Inc. Maple Ridge Organics LLC Leitz Trucking Corp. Pavilion Drainage Supply Company, Inc. Noel J Brunell & Son, Inc. Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. Prudent Engineering LLP Terry Horst Landscape Architecture, PC	Non-Construction Construction Non-Construction Non-Construction Non-Construction Construction Non-Construction Non-Construction No Waiver Requested	
C1002290	Town of Granby	9/1/2023 - 8/31/2028	\$ 187,229.00	Non-Construction	Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.	Non-Construction Non-Construction	No Waiver Requested
C1002021	Livingston County	5/1/2022 - 4/30/2027	\$ 60,000.00	Non-Construction	Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C.	Non-Construction	No Waiver Requested
C1001307	City of Canandaigua	5/1/2018 - 4/30/2023	\$ 90,500.00	Non-Construction	Ecologic, LLC	Non-Construction	Other
C1002380	Lewis County	1/1/2022 - 12/1/2026	\$ 499,668.00	Non-Construction	n/a - Total Waiver Edger Enterprises of Elmira, Inc.	n/a Construction	Insufficient subcontracting opportunities
C1001097	City of Elmira	4/1/2019 - 6/30/2023	\$ 2,950,000.00	Non-Construction	Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. Bolid + Siano Architects, PLLC Sienna Environmental Technologies LLC Northern Scapes, Inc.	Non-Construction Non-Construction Non-Construction Non-Construction	No Waiver Requested
T1001709	Town of Trenton	4/1/2020-3/31/2023	\$ 50,000.00	Non-Construction	Monroe Tractor & Implement Co., Inc.	Commodities	No Waiver Requested
C1002062	City of Hudson	8/1/2022-7/31/2025	\$ 67,500.00	Non-Construction	Public Works Partners LLC	Non-Construction	No Waiver Requested
C1002350	Town of Olive	5/1/2023-4/30/2026	\$ 54,000.00	Non-Construction	Conservation Connects LLC	Non-Construction	No Waiver Requested
C1002326	Town of Bethel	7/1/2023-6/30/2026	\$ 80,460.00	Non-Construction	Community Planning & Environmental Associates	Non-Construction	No Waiver Requested
C1002286	Cayuga County	4/1/2023 - 3/31/2028	\$ 63,045.00	Construction	n/a - Total Waiver CFI Contracting, Inc. McCarey Landscaping, Inc. Traffic Lane Closures, LLC SV Kim Land Surveying, P.C. River Street Planning & Development, LLC.	n/a Construction Non-Construction Non-Construction Non-Construction Non-Construction	Insufficient subcontracting opportunities
C1000972	Village of Tannersville	4/1/2016 - 9/30/2022	\$ 500,000.00	Non-Construction	n/a - Total Waiver GDB Geospatial L.S. P.C. DU-ALL Industries South Atlantic Marine Services	n/a Non-Construction Construction Construction	MWBE bid(s) were too high compared to non-MWBE
T00050GGA	Town of Morristown	4/1/2018 - 3/31/2021	\$ 50,000.00	Non-Construction	n/a - Total Waiver	n/a	Other
C1000697	City of Long Beach	10/1/2016 - 9/30/2023	\$ 500,000.00	Non-Construction	n/a - Total Waiver	Non-Construction Construction Construction	No Waiver Requested
					Behan Associates Landscape Architecture DPC	Non-Construction	