



REQUEST FOR QUALIFICATIONS
FOR
LEGAL SERVICES

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I. INTRODUCTION

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) has prepared this Request for Qualifications (the “RFQ,” or “Solicitation”) in order to establish a pre-qualified panel of law firms and/or other legal staffing companies (the “Firms”) to provide on-call legal services to BPCA as described in greater detail below.

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City as a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas, and a waterfront esplanade. A summary of BPCA’s structure, mission, and history, as well as the Battery Park City project area, may be viewed at: <http://bpca.ny.gov/>. Public information regarding BPCA’s finances, budget, internal controls, guidelines, and policies may be viewed at: <http://bpca.ny.gov/public-information/>.

New York State-certified Minority-Owned Business Enterprises (“MBE”), Women-Owned Business Enterprises (“WBE”) and Service-Disabled Veteran-Owned Business Enterprises (“SDVOB”) are encouraged to submit Proposals.

II. OVERVIEW

BPCA hereby requests that Firms submit proposals outlining their qualifications to provide on-call legal services to BPCA in one, multiple or all of the practice areas set forth below (each, a “Proposal” and collectively, the “Proposals”). This RFQ is intended to establish a panel of Pre-Qualified Vendors from which BPCA may select and engage Firms for future legal matters as the need arises. Because the Authority cannot predict the precise nature, timing, frequency, or scope of future legal assignments, no guarantee is made regarding the number, type, duration, or value of matters that may be assigned to any Firm selected for the panel. Firms may submit qualifications for one, multiple or all practice areas identified below.

- (1) Real Estate, which shall include as subcategories:
 - a. Land Use
 - b. Co-Ops, Condos
 - c. Landlord/Tenant Collections & Enforcement
 - d. Commercial Real Estate Litigation
 - e. Real Estate Transactions
 - f. Environmental
 - g. Condemnation
 - h. Tax Certiorari
 - (2) Construction;
 - (3) Public Finance;
 - (4) Labor Relations, which shall include as subcategories:
 - a. Labor & Employment
 - b. Public Sector Labor Relations/Collective Bargaining
 - (5) Litigation/Government Entity Representation;
 - (6) Insurance and Risk Management;
 - (7) Information Technology, including but not limited to Cybersecurity and Data Privacy;
 - (8) Intellectual Property;
 - (9) Corporate Governance; and
 - (10) Constitutional Law, including but not limited to First Amendment.
- (all such services collectively, “Legal Services”)

Additional information regarding the scope of the Legal Services, including a description of each item above, is set forth in the Scope of Work, attached hereto as Exhibit A. Firms should each submit one Proposal, which should

clearly identify the practice areas (and subcategory or subcategories if applicable) for which the Firm seeks to be considered. Firms may propose on one, multiple or all practice areas, and should clearly state which practice areas they wish to be considered for in their Proposal.

Selected Firms will be added to a panel of pre-qualified counsel and law firms that would be eligible to enter into retainer agreements and receive assignments for specific legal matters on an as needed basis. Inclusion on the pre-qualified legal counsel list does not mean or imply that any Firm will in fact be selected or engaged to provide legal services to BPCA. When making assignments among Pre-Qualified Vendors, BPCA may consider factors including specialized expertise, rates, availability of personnel, prior Authority workload, and utilization of MWBE and SDVOB firms. Such selection and engagement will take place only when a need for outside legal counsel arises. The purpose of the pre-qualified list is to procure legal counsel available for engagement on short notice.

This solicitation **does not** modify or affect existing retainer agreements. However, any Firm, including those currently providing services to BPCA, **must submit a Proposal** if they wish to be pre-qualified to provide paid legal services to the BPCA for new matters assigned after the expiration of the current panel on April 1, 2027.

III. GENERAL PROVISIONS

This Solicitation, including attachments, exhibits, and any amendments or addenda is subject to the rights reserved by BPCA, including, but not limited to BPCA's right to:

- Reject any or all Proposals received in response to the Solicitation;
- Withdraw the Solicitation at any time, at BPCA's sole discretion;
- Make an award under the Solicitation in whole or in part;
- Disqualify any Firm whose conduct and/or Proposal fails to conform to the requirements of the Solicitation;
- Seek clarifications and/or revisions of a Proposal or any part of a Proposal;
- Use information obtained by BPCA through interviews; investigation of a Firm's qualifications, experience, ability or financial standing; and any other material or information provided by or received from the Firm during the RFQ process;
- Prior to the review of Proposals, direct Firms to submit Proposal modifications addressing subsequent amendments to the Solicitation;
- Change any of the scheduled dates contained in this RFQ;
- Waive any non-material requirements of this RFQ; and
- Negotiate with any or all Firms within the scope of the Solicitation and in the best interests of BPCA;

BPCA is not liable or responsible in any way for any expenses incurred in the preparation of a Proposal in response to this RFQ.

All information submitted in response to this RFQ is subject to the Freedom of Information Law, Article 6 of the New York State Public Officers Law ("FOIL"), which requires public access to certain documents possessed by BPCA, unless a specific exemption applies. Firms shall identify any information in their respective Proposals that they consider to be confidential and exempt from FOIL by clearly marking such information as confidential. Notwithstanding the foregoing, BPCA, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87 and, to the extent that BPCA: (a) receives a request under FOIL for a Proposal submitted pursuant to this RFQ; and (b) determines in its sole discretion that any information marked as confidential does not meet any of the exemptions contained in the applicable portions of the Public Officer's Law, then BPCA will notify the Firm of the information it intends to provide in response to the FOIL request and the Firm will have ten (10) business days to submit a written statement to BPCA explaining why such information should be exempt from disclosure under FOIL.

IV. TIMETABLE & DESIGNATED CONTACT

A. *Key Dates*

Subject to change at BPCA's discretion, the following are key dates for this RFQ:

Procurement Step	Date
RFQ Issued	October 7, 2026
Deadline to Submit Questions to BPCA*	October 16, 2026
BPCA's Response to Substantive Questions	October 23, 2026
<i>Responses will be provided in the form of an addendum to be posted on BPCA's website</i>	
PROPOSAL DUE DATE	November 4, 2026, by 4pm
Contract Start Date	Spring 2027 (approximately)

*All questions or requests for clarification regarding this RFQ should be submitted in writing via email to the "Designated Contact": Justin Harper, Associate Contracting Officer, Battery Park City Authority, at justin.harper@bpca.ny.gov. Questions will not be accepted in any format other than via email as described, and must be submitted by the applicable deadline in order to be answered. A comprehensive list of questions and/or requests for clarification, along with BPCA's responses, will be issued as a formal addendum on BPCA's website.

B. *Anticipated Contract Term*

The term of the Contracts awarded pursuant to this Solicitation will vary based upon the specifics and scope of the Legal Services required. However, BPCA anticipates that the pre-qualified panel of firms and practitioners established pursuant to this Solicitation will have a three (3) year duration, with an option to extend the panel for two (2) additional one (1) year periods at BPCA's discretion.

V. GENERAL REQUIREMENTS

A. *Minimum Qualification Requirements*

The following are minimum qualification requirements for this RFQ. **Proposals that fail to meet these requirements will be rejected.**

- 1) The Proposer demonstrate its ability to provide Legal Services described in Exhibit A within the State of New York; Any attorney identified as key personnel in the Firm's Proposal who will be responsible for litigation, court appearances, or other legal representation requiring admission to practice in New York must be admitted to practice law in the State of New York. Firms proposing key personnel who are not admitted in New York must explain how the Firm will ensure compliance with this requirement.

- 2) The Proposer must demonstrate the ability to provide timely in-person legal services, including attendance at BPCA offices, project sites, court appearances, hearings, depositions, administrative proceedings, and other locations as required by BPCA.

B. MBE/WBE/SDVOB Participation, Joint Ventures, and Sub-contracting Goals

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunity requirements relating to minority group members and women are attached as Exhibit B. Note that, as this solicitation has been issued to develop a list of pre-qualified vendors and will result in the award of a number of Contracts, no MWBE or SDVOB goals have been established at this time. However, BPCA will assess each Contract issued pursuant to this solicitation for MWBE and SDVOB goals prior to award. This assessment will include the potential availability of MWBE/SDVOB goal waivers or exclusions for each of the individual prime contracts.

BPCA encourages the submission of Proposals by New York State-certified M/WBE and SDVOB Firms. In addition, a Firm's use of MWBE/SDVOB certified subcontractors is among the factors BPCA will consider when assigning Legal Services work (see Section IX.D of this RFQ).

For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the "MBE/WBE/SDVOB Designated Contact" Zag-Legrand Kimpolo-Nkaya at zag.kimpolo@bpca.ny.gov or 212-417-2339.

C. Restricted Period

New York State's State Finance Law sections 139-j and 139-k apply to this RFQ, restricting Firms' contacts with BPCA. Firms are restricted from making any contact (defined as oral, written or electronic communications with BPCA under circumstances where a reasonable person would infer that a communication was intended to influence BPCA's conduct or decision with respect to a procurement) relating to this RFQ with anyone other than the Designated Contact, as specified in Section III.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section IV.A., from the time of Firm's receipt of notice of this RFQ through the date of the Final Award as defined in BPCA's Procurement Guidelines (the "Restricted Period"). BPCA employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence BPCA's conduct or award of this RFQ. Upon notice of an improper contact, BPCA shall make a determination regarding the Firm's eligibility to continue participating in this RFQ.

D. Submission of Proposals

Proposals must be received by BPCA no later than the Proposal Due Date set forth above.

- Each Firm must e-mail their Technical Proposal to the following e-mail address: **technicalproposals@bpca.ny.gov**

The Technical Proposal must be clearly labeled as "Technical Proposal Enclosed – LEGAL SERVICES"

- Each Firm must also e-mail their Fee Schedule to the following e-mail address:
costproposals@bpca.ny.gov

The Fee Schedule must be separately attached and clearly labeled as “Fee Schedule – LEGAL SERVICES”

- **Each Firm is responsible for the successful delivery and receipt of their Proposal. BPCA does not accept Proposals sent via messenger, overnight courier, or certified mail to BPCA offices.** If a Firm has already sent a Proposal via one of these methods, please e-mail the Proposal to the above e-mail address by the Due Date. If a Technical Proposal’s file size is too large to submit by e-mail, the Firm must make alternate electronic accommodations (e.g., linking to a file sharing website), which shall also be transmitted through technicalproposals@bpca.ny.gov. Please contact the Designated Contact prior to the Due Date in order to ensure successful transmission of the documents prior to the Due Date.
- Proposals *must* arrive at the time and place specified herein. Please leave ample time for submission. Late Proposals, no matter the cause of their lateness, will NOT be accepted. Hard copy or faxed Proposals will NOT be accepted. A Firm may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled "Amended Proposal – Legal Services" as long as the amended Proposal is submitted by the Due Date.

VI. TECHNICAL PROPOSAL FORMAT AND CONTENTS

For purposes of this RFQ:

- **Proposal** means the Firm's complete response to this RFQ.
- **Technical Proposal** means the qualifications, experience, narrative responses, required forms, and supporting documentation submitted in response to this RFQ, excluding the Fee Schedule.
- **Fee Schedule** means the pricing information required under Section VIII and any related pricing attachments.
- The **Proposal** consists of the Technical Proposal and the Fee Schedule.

A. Technical Proposal Format

The Proposal must:

- Be formatted to 8½” x 11” sized pages;
- Have numbered pages; and
- Must be in Adobe PDF, Microsoft Word or Excel format.

B. Technical Proposal Content

In addition to the separately sealed Fee Schedule described in Section VIII below, each Technical Proposal must include the following in the order listed:

- a. Completed Proposal Submission Packet, attached as Exhibit B.

b. Additional Documentation:

i. Financial Statements :

Provide a copy of your firm's most recent Audited Financial Statements (within the last year) or where an audited financial statement is not available, the most recent tax return. In the event you do not have an audited financial statement you must provide a statement to that effect and summary financial information for the calendar year most recently ended certified by an authorized officer.

ii. Copies of the Proposer's Internal Revenue Service ("IRS") W9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

c. Appendices:

- i. Attach professional biographies for all key personnel identified in your Proposal.
- ii. A detailed list identifying any and all exceptions taken to BPCA's form of retainer, attached as Exhibit E, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to BPCA Form of Contract." BPCA will consider any exceptions submitted in evaluating the Proposals but is under no obligation to accept them.

NOTE: EXCEPTIONS THAT ARE NOT SUBMITTED WITH THE PROPOSAL WILL NOT BE CONSIDERED. BPCA will not accept any additional exceptions to the Contract after submission of the Proposals and reserves the right to reject Proposals based on non-conformance with the standard form of Contract.

BPCA reserves the right to reject any Proposals that fail to include any required item described in this Section VI.

VII. INSURANCE

A. General Requirements

The total cost of the required insurance listed in paragraphs B) and C) below, must be incorporated into the Fee Schedule. The additional insured protection afforded BPCA and the State of New York must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of BPCA and the State of New York, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for BPCA and the State of New York.

All of the carriers that provide the below required insurance must be rated "A-:VII" or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to BPCA and the State of New York at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

A. Insurance Requirements

The selected Firm, and any subconsultant retained by the Firm for the performance of Legal Services under any contract awarded to the Firm, will be required to obtain and provide proof of the types and amounts of insurance listed below: (i) as a condition precedent to the award of the contract for the Project; and (ii)

continuing throughout the entire Term. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's sample form of contract attached.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 001 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate, which must apply on a per location/per project basis
- BPCA and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Firm and any of its subcontractors.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits.
- **Data Breach and Privacy/Cyber Liability Insurance** including coverage for failure to protect confidential information and failure of the security of the Proposer's computer systems or BPCA's/BPCPC's systems due to the actions of the Proposer which results in unauthorized access to BPCA's and/or BPCPC's data. The limit applicable to this policy shall be no less than \$1,000,000 per occurrence, and must apply to incidents related to the cyber theft of BPCA's and BPCPC's property, including but not limited to, money and securities. BPCA, BPCPC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.
- **Professional Liability ("Errors & Omissions") Insurance** must be maintained at a limit of not less than \$3,000,000 each claim.

VIII. FEE SCHEDULE; FORMAT AND REQUIRED INCLUSIONS

The Fee Schedule shall be submitted using the form attached as Exhibit A to the Retainer Agreement included as Exhibit C to this RFQ, or in another substantially similar format provided that it contains the following information:

1. The rates to be charged to BPCA for those partners, junior & senior associates and paralegals, as well as any other title the Firm reasonably anticipates may be used for each practice area for which Firm is applying for. Where applicable, Firms should provide a range of rates per title and include a description of the level of experience required per title (i.e. less than five years for a junior associate, more than seven years for a senior associate, etc.). Firms should also include an annual escalation for each year of the proposed contract term for each title submitted – BPCA expects that the rates submitted in response to this solicitation, including escalation, will be fixed for the duration of the term.
2. The disbursements or other services for which Firm would expect reimbursement.
3. Any alternative fee arrangement you believe would be beneficial to BPCA, along with an explanation as to why Firm believes such an alternate arrangement would be favorable.

As a governmental agency, BPCA is required to obtain the best value for services rendered and as such, cost is a significant component used in selecting a Firm to perform services under any contract issued pursuant to

this RFQ. Please indicate on your Fee Schedule any discount to your rates offered as a result of BPCA's governmental status

Nothing herein shall prevent BPCA from entering into a fixed-fee arrangement for Legal Services based on the hourly rates provided by Firm, should such arrangement be in the best interests of BPCA.

The Fee Schedule must be submitted separately as described in Section V(D) of this RFQ.

IX. SELECTION PROCESS

A. Evaluation

BPCA will conduct a preliminary review and evaluation of each timely submitted Proposal received pursuant to this RFQ to ensure it meets the form and content requirements set forth above. Proposals which pass the preliminary review stage will then be submitted to a committee of BPCA employees selected by BPCA (the "Committee") for further review and evaluation in accordance with the evaluation criteria set forth below. While only Committee members will score the evaluation criteria, the Committee may consult an outside expert for advisement on the evaluation of matters requiring technical expertise. The Committee may request additional clarification as to the contents of Proposals at this stage. Other than to provide such clarification, no Firm may alter or amend its proposal after the Proposal Due Date set forth in Section IV(A).

B. Interviews

BPCA reserves the right to decide whether to interview any or all of the Firms. The Committee may conduct interviews for various purposes, including to further assess a Firm's ability to perform the Legal Services or provide specific services, or to seek information related to any other evaluation criteria. The proposed Principal, as well as other key members of Firm's team, must be available to participate in the interview.

C. Scoring of Proposals

The Committee will evaluate each responsive Technical Proposal based on the following factors:

1. General qualifications and experience of the Firm as demonstrated by the information included in the Technical Proposal,
2. Capacity and capability of the Firm to provide the staffing required by BPCA to complete the services needed with respect to each category of Legal Services the Firm has proposed on;
3. Overall quality of the Firm's response to the RFQ, including but not limited to the quality of the Technical Proposal as a whole and the Firm's demonstration of its understanding of BPCA's needs;
4. Years of experience of Lead Partner and/or other Principals of the Firm in the category(ies) of Legal Services proposed on¹; and
5. The Firm's response to the required information and questions contained in Exhibit B, as well as reference checks.

¹ Generally speaking, BPCA prefers firms with one or more Principals having a minimum of five (5) years of demonstrable, directly relevant experience in the practice areas proposed on. Firms that are not able to meet this preference should include a description as to how their quality of experience will propose to make up for the lack of overall years of experience, as well as references that can attest to such quality of experience.

D. Basis for Panel Selection and Contract Award

BPCA will assess the Proposals utilizing the criteria set forth above and determine whether each Firm's submission is satisfactory or unsatisfactory. BPCA will select all firms that receive satisfactory evaluations for its pre-qualified Legal Services panel – firms will not be scored numerically or ranked against each other. BPCA reserves the right to select any number of Firms, including zero, for its panel based on the criteria set forth in this RFQ.

BPCA will enter into Contracts with one or more Firms that have been pre-qualified on an as-needed basis. BPCA will consider the various factors when assigning Legal Services work, which may include but not necessarily be limited to:

- The specialized expertise of the Firm;
- The availability and expertise of Firm's assigned employees;
- The amount of other Authority work assigned to the Firm;
- The Firm's use of MWBE and SDVOB subcontractors/consultants; and
- The estimated or actual cost based on the Rates submitted by the Firm.

Selection for the pre-qualified panel and any subsequent contract award shall be conditioned upon BPCA determining, in its sole discretion, that the Proposal is responsive to the requirements contained in this RFQ and that the Firm is responsible, including having the financial capacity, integrity, experience, organizational resources, and legal authority necessary to perform the Legal Services.

X. NON-COLLUSION

By submitting a Proposal, each Firm warrants and represents that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of BPCA.

XI. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, each Firm certifies 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" list ("Prohibited Entities List") posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize any subcontractor/consultant that is identified on the Prohibited Entities List on this Contract. The selected Firm agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Firm also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA 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 New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Firm in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Firm should it appear on the Prohibited Entities List hereafter.

XII. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Firms are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Firms are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Firms can demonstrate their commitment to the use of New York State businesses by responding to the question below. Firms may include a response to this question with their proposal. Please note that a "yes" response requires supporting information. If yes, identify New York State businesses that will be used and attach identifying information.

Will New York State businesses be used in the performance of this contract? ☐ Yes ☐ No

EXHIBIT A

Scope of Work

Selected firms will be kept on a retainer to BPCA in accordance with the Retainer Agreement attached as Exhibit C. BPCA will reach out to retained firms directly through the firm's point of contact as designated in their Proposal based on the firm's demonstrated experience in a given practice area and in the Authority's sole discretion. Matters will then be assigned by the Point of Contact to one or more attorneys in the firm as approved in advance by the Authority. The Authority reserves the right to request to review the resumes of any attorney which it has not previously approved, as well as to deny the assignment of any matter to any specific attorney, regardless of whether that attorney had been previously approved by the Authority. BPCA reserves the right to assign firms with demonstrated expertise in one area of law to a legal matter that may cross over to subject matter areas typically covered by firms with expertise in other practice areas. The case volume for each practice area varies from year to year but generally encompasses the following practice areas:

I) Real Estate

- a. Land Use –includes, but is not limited to, advising on and representing the Authority's interests in, national, regional and local land use matters, including zoning due diligence and analysis, use or transfer of development rights, zoning opinions and letters. Experience handling land use disputes (pre-litigation and litigation) is also desirable.
- b. Co-Ops, Condos – includes, but not limited to, advising on cooperative and condominium board governance including review of governing documents, condominium and co-op conversions, and unit owner relations. Expertise in New York cooperative and condominium statutes and filing requirements preferred.
- c. Residential Real Estate Closings and Residential Landlord/Tenant Collections & Enforcement – includes, but is not limited to, representing the Authority as Ground Lessor in residential unit sale closings, including the issuance of estoppel and recording of subordination agreements and in condominium and cooperative unit deficiency collections and enforcement including negotiation of settlements and pursuit of foreclosures, representing the Authority in eviction proceedings, enforcement of lease provisions and litigation in NY housing court.
- d. Commercial Real Estate Litigation - includes, but is not limited to, handling all aspects of any dispute involving the Authority's real property portfolio, both commercial and residential, such as representing the Authority in lawsuits, rent reset negotiations, arbitrations or any other action involving any landlord, tenant, developer, contractor or other party involving the Authority's real property interests, enforcement of lease provisions, guaranty enforcement, advice on ground lease interpretation, lease restructuring, advising on portfolio-wide landlord best practices, lease provisions, compliance reviews and default remedies.
- e. Real Estate Transactions - includes, but is not limited to, representing the Authority in its acquisition, sale and leasing of real property (both commercial and residential), from structuring and restructuring real estate deals and development rights transactions, to drafting and negotiating leases and amendments, to evaluating assignment, subletting and consent requirements, advising on estoppels, recognition agreements and landlord certificates, advising on tax exemption programs, and rent reset negotiations. Experience with NYCHR and NYCHPD affordable housing development preferred.
- f. Environmental – includes, but is not limited to, advising in environmental regulatory matters, advising on the public trust doctrine, environmental reviews and approvals for development projects (including but not limited to under the State Environmental Quality Review Act, the National Environmental Policy Act and the New York City Uniform Land Use Review Procedure), permitting, agency coordination, matters relating to climate change, flood and storm resiliency, sustainability measures in real estate, and representation in related enforcement actions and litigation.

- g. Condemnation – includes, but is not limited to providing legal counsel in condemnation and eminent domain matters, negotiating with governmental entities, landowners, tenants, and other stakeholders regarding compensation and property rights including acquisitions of real property interests, utility rights-of-way, easements, and other property interests, managing pre-condemnation proceedings and administrative processes and representing the Authority in condemnation litigation, including trial, appeals, and related proceedings.
 - h. Tax Certiorari – includes, but is not limited to, providing a formal legal opinion regarding the status of ground lessee tax certiorari proceedings in support of BPCA’s bond issuances.
- II) Construction – includes, but is not limited to, review of contracts, specifications, purchase/job orders and change orders relating to construction and design projects, as well as advising the Authority on alternative construction contracting approaches such as progressive design build. Selected firms may also review existing Authority contract templates to identify areas for improvement and advise on procurement law, bid award processes and construction dispute resolution, including litigation and alternative dispute resolution procedures.
- III) Public Finance – includes, but is not limited to, advising on public bond finance and bond issuance matters, strategic advice relating to public financing, as well as all related tax and regulatory matters, disclosures, and any other related legal matters in connection with the issuance and sale of State Supported bonds or tax-exempt conduit bonds.
- IV) Employment Law
- a. Labor & Employment– includes both non-litigation and litigation matters. Non-litigation matters may include, but not be limited to, advice on internal employee matters, including severance-related matters, organized labor disputes and negotiations, aid in drafting policies and best practices, and internal investigations. Litigation matters may include representation of BPCA in labor/employment-related claims (e.g. Title VII, ADA, ADEA) in state and federal court, as well as administrative proceedings/hearings, arbitration and mediation.
 - b. Public Sector Labor Relations/Collective Bargaining – representation of the Authority in labor disputes and collective bargaining negotiations, as well as advising the Authority on dispute resolution, statutory compliance and disciplinary proceedings and employment litigation.
- V) Litigation/Government Entity Representation – Includes the representation of the Authority in any action commenced by or against the Authority (including its members, officers and employees) which does not fall into any other specified category set forth herein. Such actions may include, but not be limited to, compliance with open meetings laws and the Freedom of Information Law, general commercial litigation, civil rights litigation, allegations of constitutional law violations and Article 75, 78 and related proceedings, the handling of which shall require knowledge of New York State law as it pertains to State agencies, authorities and public benefit corporations. **This category does not include representation for personal injury or tort claims.**
- VI) Insurance and Risk Management– Includes, but not necessarily limited to, advising the Authority on insurance and risk management issues such as identifying potential risks to BPCA and the public and opining on coverage requirements for Authority contracts and leases.
- VII) Information Technology Cybersecurity/Data Privacy – generally includes, but is not limited to, advising the Authority on all manner of IT-related issues, such as the use of artificial intelligence and other emerging technology, cybersecurity and data privacy issues and the review of Authority contract documents, policies

and procedures to ensure compliance with applicable law and best practices. Selected firm(s) may also be tasked with drafting of policies and procedures, evaluating cyber liabilities and conducting general compliance and risk management reviews.

- VIII) Intellectual Property – Includes providing a full range of intellectual property legal services such as advising on intellectual property strategy and risk management, drafting and negotiating intellectual property-related agreements including licensing, assignment, development, confidentiality and technology transfer agreements, providing training and practical guidance regarding intellectual property ownership, protection, and compliance, and representing the Authority in intellectual property litigation, including administrative proceedings, arbitrations, mediations, and appeals.
- IX) Corporate Governance – Includes the provision of legal services relating to corporate governance, entity management, board and committee matters, and compliance with applicable corporate and securities laws. Counsel will advise the Authority, including its board of directors, on governance best practices, regulatory requirements, and strategic corporate initiatives.
- X) Constitutional Law – includes, but is not limited to, advising the Authority on matters involving the United States or New York State Constitution, including first amendment issues.

Retained firms may generally be asked to assist the Authority with legal matters falling into any of the above-stated categories for which they were pre-qualified, that arise in the ordinary course of the Authority's business. Such assistance may include, but shall not be limited to, attending meetings, reviewing and commenting on documents, drafting and otherwise preparing agreements, and providing clarity in response to specific Authority questions.

Firms shall ensure that all attorneys assigned to perform Legal Services on behalf of BPCA possess all licenses and admissions required to perform the services assigned. Any attorney providing Legal Services involving New York law, including but not limited to litigation, court appearances, administrative proceedings, or other legal representation of BPCA, must be admitted to practice law in the State of New York. BPCA reserves the right to request information regarding the qualifications, licenses, and admissions of any attorney assigned to a matter.

BPCA reserves the right to request assistance from any or all firms on retainer in any or all of the practice areas listed above. BPCA further reserves the right to decline to request the assistance of or assign work to any or all firms on retainer during the term of the retainer. Firms are responsible for tracking hours worked on each matter and submitting detailed invoices to the Authority as more fully set forth in the Retainer Agreement.

In the event that the principal partners and attorneys identified as being responsible for BPCA's matters or other key members of a firm's team in a particular area of expertise, leave the firm, the Authority, in its sole discretion, will determine whether its agreement with that firm shall terminate, shall remain with the firm, or shall "follow" those key law firm member(s). Similarly, if a firm combines with another firm and such principal partners and other attorneys remain with the newly combined firm, the newly combined firm will be considered to be pre-qualified in that area of expertise and the Authority may elect to enter into a Retainer Agreement with the combined firm.

EXHIBIT B

TECHNICAL PROPOSAL SUBMISSION PACKET

I. TECHNICAL PROPOSAL SUBMISSION CHECKLIST AND CONFIRMATION STATEMENT

☐ The Firm hereby certifies that it meets the Minimum Qualification Requirements as stated in **Section V.A** of the RFQ.

☐ The Firm hereby certifies that except as disclosed in its Proposal, no officer or employee of the Firm is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFQ.

☐ The Firm hereby certifies that it has reviewed BPCA's form of retainer agreement, attached as **Exhibit C** to the RFQ, and either has no objections or has detailed its objections in an appendix to its Proposal.

☐ The Firm hereby certifies that it possesses the experience, ability, resources and financial standing to perform the Legal Services and shall, upon request by the Authority, provide documentation of such.

☐ The Firm hereby certifies that its Proposal submitted for **Legal Services** includes the following required documents and forms, or that, where any required form or document may not be included, a written explanation has been provided for that omission:

1. Forms & Items included in this Exhibit:

- ☐ This Checklist
- ☐ Answers to "Information Required"
- ☐ Vendor Responsibility Questionnaire / Certificate of No Change
- ☐ Statement of Non-Collusion
- ☐ Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b)
- ☐ Certification of Compliance with New York State Finance Law §139-k(5)
- ☐ Disclosure of Prior Non-Responsibility Determinations
- ☐ Encouraging the Use of New York State Businesses Statement
- ☐ Acknowledgement of Addenda Form
- ☐ MWBE Utilization Plan
- ☐ SDVOB Utilization Plan
- ☐ Minority and Women Owned Business Enterprises And Equal Employment Opportunity Policy Statement
- ☐ Diversity Practices Questionnaire
- ☐ Executive Order 16 Certification

2. Additional Required Documents

- ☐ Executive Summary
- ☐ Copy of the Firm's IRS W9 Form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Copy of the Firm's financial statements per section V.B.c.i
- ☐ Copies of appendices listed in section V.B.c.iii

Name of Proposer:

Officer Name:

Officer Title:

(Signature of Officer)

II. INFORMATION REQUIRED

The information requested in Sections A and B below is mandatory, and your Proposal shall be rejected as non-responsive if it does not contain responses to these questions. Answers may be written in the space provided, or included on separate pages, as part of the Proposal.

A. Minimum Qualifications: Provide an itemized and brief narrative demonstrating how the Proposer meets each of the minimum qualification requirements set forth in Section V.A. of the RFP

B. Questions and Information Sought Relating to Legal Services

1) Practice Areas, Experience and Qualifications

Identify each practice area and subcategory for which the Firm seeks consideration. For each practice area that the Firm wishes to be considered, provide:

- A description of the Firm's qualifications and relevant experience;
- A summary of those representative matters performed within the last ten (10) years, including the Firm's role and the relevance of such matters, that demonstrate the Firm's capabilities to perform to the Legal Services for which it is seeking consideration as described in this RFQ;
- The name of the Lead Partner, Principal, or other attorney proposed to be primarily responsible for BPCA engagements in that practice area;
- The number of years of directly relevant experience of such individual in the applicable practice area;
- A description of any specialized expertise, certifications, admissions, or other qualifications relevant to the practice area; and
- If the proposed lead attorney has fewer than ten (10) years of directly relevant experience, an explanation of how the quality, specialization, or unique nature of such individual's experience compensates for the shorter duration of experience.

2) Capacity and Staffing

Describe the Firm's capacity and capability to provide Legal Services in each practice area proposed. Include:

- The number of attorneys and professional staff available to support BPCA;
- The location(s) from which services will be provided;
- The Firm's ability to respond to urgent matters, time-sensitive assignments, court appearances, hearings, and meetings; and
- Any specialized resources, subject matter experts, or support personnel available to support BPCA.

3) Public Sector Experience

Describe the Firm's experience representing public authorities, governmental entities, municipalities, public benefit corporations, or other public sector clients. Include examples of work that the Firm believes are most relevant to BPCA.

4) Understanding of BPCA's Needs

Describe the Firm's understanding of BPCA, its mission, and the Legal Services contemplated by this RFQ. Explain how the Firm's experience, structure, and capabilities position it to effectively provide Legal Services to BPCA.

5) References

Provide at least three (3) client references for whom the Firm has performed services similar to those proposed. For each reference, include:

- Client name;
- Description of services provided;
- Date(s) services were performed; and
- Contact name, title, email address, and telephone number.

- 6) BPCA's public officials' liability policy (including employment practices liability) is currently placed with RSUI Indemnity Company. BPCA's general liability policy is currently placed with Brit Insurance/Underwriters at Lloyds. (A) For firms that are seeking to provide labor and employment litigation services, please indicate whether you have previously been approved by RSUI Indemnity Company, either as a panel or non-panel firm. (B) For firms that are seeking to provide general litigation services, please indicate whether you have previously been approved by *either* RSUI Indemnity Company or Brit Insurance/Underwriters at Lloyds, either as a panel or non-panel firm.
- 7) If the law firm is a State-certified MWBE or SDVOB firm, provide documentation evidencing certification. Law firms that are not certified, but have applied for certification, should provide evidence of filing, including the filing date.

C. Questions and Information Sought Relating to Firm's Firm & Eligibility

- 8) Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 9) How does your firm identify and manage conflicts of interest?
- 10) Are there any potential conflict of interest issues posed by your firm's performance of the Legal Services on behalf of BPCA?
- 11) Has your firm or have any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts and disposition.
- 12) Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
- 13) List any professional or personal relationships your firm's employees may have with BPCA's Board Members and/or employees. This does not include contacts Firm has had with BPCA Board Members or employees relating to Firm's past or present representation of BPCA in a legal matter. A list of BPCA Board Members and employees is attached as Exhibit E.

- 14) If selected, will your firm assign any person to this engagement who was previously an employee of BPCA? If so, please: i) identify when (month and year) that person's employment at BPCA terminated, and ii) describe that person's involvement, if any, with matters related to this RFQ during his/her employment at BPCA.
- 15) In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number

III. ___VENDOR RESPONSIBILITY QUESTIONNAIRE

A. Instructions:

The Standard Vendor Responsibility Form should be filled out by someone in your firm who knows about tax filings, prior findings of non-responsibility by a governmental authority, etc., and can certify the accuracy of all information requested in the form (such as legal status, tax status, and debarment status).

You must answer every question on the questionnaire.

NOTE: You may fill out the “Certificate of No Change” form instead ONLY if your firm has submitted the Vendor Responsibility form to Battery Park City Authority already during this calendar year. If this is the first time your firm is proposing to do work for Battery Park City Authority this year, then you must fill out the entire Vendor Responsibility Questionnaire.

B. Standard Vendor Responsibility Questionnaire

a. Legal Business Name:	
b. Federal Employer Id No. (FEIN):	
c. D/B/A – Doing Business As (if applicable): County Filed:	
d. Website Address (If Applicable)	
e. Principal Place of Business	Address:
f. Telephone:	
g. Fax (If Applicable):	
h. Authorized Contact for this Questionnaire:	i. Name: ii. Title: iii. Telephone: iv. Email:
i. Type Of Business (please check appropriate box and provide additional information)	☐ Corporation (Sole Proprietor). State of Incorporation: ☐ Corporation (General Partnership). State of Incorporation: ☐ Corporation (Not-For-Profit).

	<i>Charities Registration Number:</i> <i>☐Corporation (Limited Liability Company/LLC).</i> <i>Jurisdiction Filed In:</i> <i>☐Corporation (Limited Partnership).</i> <i>State/County filed in:</i> <i>☐ Individual</i> <i>☐ Other – Specify:</i>
<i>j. If not incorporated or formed in New York State, please provide a current Certificate of Good Standing from your state or applicable local jurisdiction.</i>	
<i>k. List the name and title of each principal owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), director, and member, as applicable:</i>	

<i>I. Authorized Contact for the Proposed Contract:</i>	<i>i. Name:</i> <i>ii. Title:</i> <i>iii. Telephone:</i> <i>iv. Email:</i>
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Battery Park City Authority Request For Qualifications

Vendor Name:		Vendor FEIN:	
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C. Does the vendor use, or has it used in the past five (5) years, any other business name, FEIN, or D/B/A other than what is listed in question a-c above? If yes, please provide the name(s), FEIN(s), and D/B/A(s) and the address for each such company and D/B/A on a separate page and attach to this response.	Yes ☐ No ☐
D. Within the past five (5) years, has the vendor, any principal, owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹¹ or any person involved in the bidding, contracting or leasing process been the subject of any of the following:	
a. a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	Yes ☐ No ☐
b. a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	Yes ☐ No ☐
c. an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	Yes ☐ No ☐
d. an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency?	Yes ☐ No ☐
e. a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing,	Yes ☐ No ☐

Battery Park City Authority Request For Qualifications

bid collusion or any crime related to truthfulness and/or business conduct?		
f. a federal, state or local government suspension or debarment from the contracting process?	Yes ☐	No ☐
g. a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	Yes ☐	No ☐
h. a federal, state or local government denial of a lease or contract award for non-responsibility?	Yes ☐	No ☐
i. an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	Yes ☐	No ☐
j. a federal, state or local determination of a willful violation of any public works or labor law or regulation?	Yes ☐	No ☐
k. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes ☐	No ☐
l. a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	Yes ☐	No ☐
m. an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?	Yes ☐	No ☐
n. a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles?	Yes ☐	No ☐
o. a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:		
i. health laws, rules or regulations	Yes ☐	No ☐
ii. unemployment insurance or workers' compensation coverage or claim requirements	Yes ☐	No ☐

Battery Park City Authority Request For Qualifications

iii. ERISA (Employee Retirement Income Security Act)	Yes ☐	No ☐
iv. human rights laws	Yes ☐	No ☐
v. federal U.S. Citizenship and Immigration Services laws	Yes ☐	No ☐
vi. Sherman Act or other federal anti-trust laws	Yes ☐	No ☐
p. entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity?	Yes ☐	No ☐
q. a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?	Yes ☐	No ☐
r. a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract?	Yes ☐	No ☐
s. a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j?	Yes ☐	No ☐
For each YES answer to questions D.a-s above, provide details on additional pages regarding the finding, including but not limited to cause, current status, resolution, etc.		

Battery Park City Authority Request For Qualifications

Vendor Name:		Vendor FEIN:	
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E. During the past three (3) years has the vendor failed to:		
a. File returns or pay any applicable federal, state or local government taxes? If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	Yes ☐ No ☐	
b. File returns or pay New York State Unemployment Insurance? If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability.	Yes ☐ No ☐	
F. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing? If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: If it is an affiliate, include the affiliate's name and FEIN: Provide the court name, address and docket number: Indicate if the proceedings have been initiated, remain pending or have been closed: If closed, provide the date closed:	Yes ☐ No ☐	

G. Does the vendor have the financial resources necessary to fulfil the requirements of the proposed contract?	Yes ☐	No ☐
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Vendor Name:		Vendor FEIN:	
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B. Certification:

State of: _____)
 _____) ss:
 County of: _____)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions B.a-c above, does hereby state and certify to Battery Park City Authority – State of New York that the information given above is true, accurate and complete. It is further acknowledged that Battery Park City Authority – State of New York will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and Battery Park City Authority – State of New York may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in a denial of contract award or contract termination.

Name of Business:

Address:

City, State, Zip:

Officer Name:

Officer Title:

Signature of Officer _____

IV. CERTIFICATE OF NO CHANGE FORM

NOTE: You may fill out the "Certificate of No Change" form instead ONLY if your firm has submitted the Vendor Responsibility form to Battery Park City Authority already during this calendar year. If this is the first time your firm is proposing to do work for Battery Park City Authority this year, then you must fill out the entire Vendor Responsibility Questionnaire.

CERTIFICATE OF NO CHANGE

STATE OF ()

COUNTY OF) ss.:

The undersigned, being duly sworn, deposes and says:

1. I am _____, the _____ (title) of _____ (hereinafter the "Contractor"), which is currently submitting an amendment to a State Contract.
2. Contractor previously submitted the completed Battery Park City Authority Standard Vendor Responsibility Questionnaire, dated _____, in connection with another State Contract.
3. Attached is an accurate and true copy of such previously submitted Standard Vendor Responsibility Questionnaire.
4. I hereby certify that with the exception of the information specified in Question 12, and as changed herein, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire.

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name & Title: _____

Telephone Number: _____

Email: _____

Signature

Print Name

Title

V. STATEMENT OF NON-COLLUSION

- A. By submission of this Proposal, the Firm and each person signing on behalf of the Firm certifies, (and in the case of a joint Proposal each party thereto certifies) as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- a. The prices in this Proposal 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.
 - b. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Firm and will not knowingly be disclosed by the Firm prior to opening, directly or indirectly to any other Firm or to any competitor.
 - c. No attempt has been made or will be made by the Firm to induce any other person, partnership, firm or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- B. A Proposal shall not be considered for award nor shall any award be made where sub-paragraphs A.a-c, above have not been complied with provided however, that if in any case the Firm cannot make the foregoing certification and the Firm shall so state and shall furnish with its Proposal a signed statement which sets forth in detail the reasons therefore. Where sub-paragraphs A.a-c above have not been complied with, the Firm shall not be considered for award nor shall any award be made unless the Authority determines that such disclosure was not made for the purpose of restricting competition. The fact that a Firm (a) has published price lists, rates, or tariffs covering the services, (b) has informed prospective customers of proposed or pending Publication of a new or revised price lists for such item, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph A.a above.
- C. This Proposal, if made by a corporate Firm, shall be deemed to have been authorized by the board of directors of the Proposer and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion thereof of the statement of non-collusion as the act and deed of the corporation.

(Insert Name of Proposer and Sign Below)

By:

(Print full legal name of person, firm, partnership, or corporation)

(Signature)

(Address)

Corporate ID Number

Federal ID Number

Date

STATEMENT OF NON-COLLUSION Continued

If the respondent is an individual, the Proposer's legal residence is as follows:

Street Address	City	State	ZIP
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If respondent is a Firm or Partnership, complete the following:

Name of Members or Partners	Legal Residence

If respondent is a Corporation, complete the following:

Names of All Officers	
President:	
Vice President:	
Secretary:	
Treasurer:	
Other Officers/Titles (if applicable):	

VI. OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) AND §139-j(6)(b)

For reference, the applicable sections of the New York State Finance Law can be found here:
<https://www.nysenate.gov/legislation/laws/STF/139-J>

Firm affirms that it understands and agrees to comply with the procedures of Battery Park City relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

(Name – Printed)

(Title)

Contractor-Name:

(Signature)

(Company)

Contractor Address: _____

VII. OFFEROR’S CERTIFICATION OF COMPLAINE WITH STATE FINANCE LAW §139-k(5)

For reference, the applicable sections of the New York State Finance Law can be found here:
<https://www.nysenate.gov/legislation/laws/STF/139-K>

I certify that all information provided to Battery Park City Authority, its subsidiaries and affiliates with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

(Signature)

(Name – Printed)

(Title)

Contractor Name: _____
(Company)

Contractor Address: _____

VIII. OFFEROR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:	
Address:	
Name and Title of Person Submitting this Form:	
Project Name:	
Date:	

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? If yes, please answer the next questions:	Yes ☐ No ☐
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?	Yes ☐ No ☐
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	Yes ☐ No ☐
4. 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 if required)	
5. 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? If yes, please provide details below: Governmental Entity: Date of Termination or Withholding of Contract: Basis of Termination or Withholding: (add additional pages if required)	Yes ☐ No ☐

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

(Signature)

(Name – Printed)

(Title)

Contractor Name: _____
(Company)

Contractor Address: _____

IX. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Respondents are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, respondents are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Respondents can demonstrate their commitment to the use of New York State businesses by responding to the question below. Each proposer must include a response to this question with their proposal. Please note that a "yes" response requires supporting information. If yes, identify New York State businesses that will be used and attach identifying information.

Will New York State businesses be used in the performance of this contract?

Yes ☐ No ☐

X. ACKNOWLEDGEMENT OF ADDENDA FORM

RFQ TITLE: _____

Complete Part I or Part II, whichever is applicable, and sign in Part III.
--

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, _____

Addendum # 2, Dated _____, _____

Addendum # 3, Dated _____, _____

Addendum # 4, Dated _____, _____

Addendum # 5, Dated _____, _____

Addendum # 6, Dated _____, _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Firm Name: _____

Firm's Authorized Representative:

Name: _____

Title: _____

Signature: _____

XI. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBW/WBE) UTILIZATION PLAN

Please fill out utilization plan for MBE/WBE(s) participation and use the same form for all additional MBE/WBE Firms.

Contractor Information:

Project Name:		
Project No.:	Site #:	Date:
Name of Contractor:		
Address:		
Contact Person:		
Phone:	Fax:	
Federal ID No.:	Tax ID:	
Is Your Firm: MBE ☐ WBE ☐		
Work to Begin:	Work to be Completed:	

MBE/WBE Information:

Sub-Contractor or Vendor:	
Name:	
Address:	
Contact Person:	
Phone:	Fax:
Federal ID No.:	Tax ID:
Is This Firm: MBE ☐ WBE ☐	
Total Percent of Contract Holder %	Trade:
Scope of Work to be done by MBE/WBE:	
Work to Begin:	Work to be Completed:

MBE/WBE Information:

Sub-Contractor or Vendor:	
Name:	
Address:	
Contact Person:	
Phone:	Fax:
Federal ID No.:	Tax ID:
Is This Firm: MBE ☐ WBE ☐	
Total Percent of Contract Holder %	Trade:
Scope of Work to be done by MBE/WBE:	
Work to Begin:	Work to be Completed:

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBW/WBE)
UTILIZATION PLAN (continued)

The Minimum MBE/WBE Business Participation Goal Expected for your Firm is as Follows:	Workforce Percentages set for this project is as Follows:
Trade(s)	Trade(s)
Minority Owned Business %	Minority Workforce %
Women Owned Business %	Female Workforce %

Please attach copies of the most recent New York State Certification Letters for all MBE/WBE Firms Listed on this Utilization Plan. If there are any changes in the information on this plan you must immediately re-submit this plan with the most recent date.

XII. SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB) UTILIZATION PLAN

Please fill out utilization plan for SDVOB(s) participation and use the same format for all additional SDVOB sub-contractors.

Contractor Information

Contractor:	Date:
Name:	
Address:	
Contact Person:	Phone:
Federal ID No.:	Fax:

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	
Scope of Work to be Done by SDVOB:	

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	

Scope of Work to be Done by SDVOB:

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	
Scope of Work to be Done by SDVOB:	

SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB) UTILIZATION PLAN (continued)

Workforce Percentage Information

Trade (s)	
Minority Workforce:	%
Female Workforce:	%

XIII. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Battery Park City Authority ("BPCA").

MBE/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/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 soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/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 are developed to encourage MBE/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 diversity programs 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 BPCA, this organization shall request that 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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 _____ day of _____

By

Print:

Title:

is designated as the Consultant's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

___% Minority Business Enterprise Participation

___% Women's Business Enterprise Participation

EEO Contract Goals (if applicable)

___% Minority Labor Force Participation

___% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

XIV. DIVERSITY PRACTICES QUESTIONNAIRE

I, _____, as _____ (title) of _____ company (the "Company"), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes ☐ No ☐

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your Company's gross revenues (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company's clients or customers?
3. What percentage of your Company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?
4. Does your Company provide technical training to MBEs/WBEs? Yes ☐ No ☐

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program? Yes ☐ No ☐

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company's commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? Yes ☐ No ☐

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? Yes ☐ No ☐

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful Proposer? Yes ☐ No ☐

Battery Park City Authority Request For Qualifications

If Yes, complete the attached Utilization Plan All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

STATE OF _____
COUNTY OF _____) ss:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

XV. Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found here: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of

Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (Legal Entity): _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

EXHIBIT C

FORM OF RETAINER AGREEMENT

Battery Park City Authority

200 Liberty Street, 24th Floor

New York, NY 10281

(212) 417- XXXX

www.bPCA.ny.gov

[DATE]

[FIRM/ATTORNEY NAME AND ADDRESS]

Re: Legal Counsel (Contract No. XXXXX)

Dear [LEAD ATTORNEY NAME]:

In accordance with the provisions of this letter agreement (the “Agreement”), Battery Park City Authority, d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) hereby retains [FIRM NAME] (the “Firm”) to provide legal counsel and render legal services to BPCA and to the Battery Park City Parks Conservancy Corporation (the “Conservancy”, and together with BPCA, the “Authority”), specifically relating to matters including, but not limited to [DESCRIPTION OF LEGAL SERVICES] (collectively, the “Services”).

1. The Authority shall assign the Services to the Firm on an as-needed basis throughout the Term of this Agreement. This Agreement does not guarantee that any specific amount of work will be assigned to the Firm; the Authority reserves the right, in its sole discretion, to assign any, or no, Services to the Firm under this Agreement.

2. [LEAD ATTORNEY] will bear the primary responsibility for the supervision, and completion, of the Services in a manner that is satisfactory to the Authority. [LEAD ATTORNEY] will be the “Key Partner” for purposes of this engagement. [LEAD ATTORNEY] may be reached at [PHONE NUMBER AND EMAIL ADDRESS].

3. This Agreement shall be effective as of [DATE] and continue until [DATE] (the “Term”), unless the Authority terminates it earlier, for any reason, upon fifteen (15) days written notice from the Authority to the Firm. The Authority reserves the right to terminate the Agreement at any time, without prior notice, if the Key Partner ceases to be employed by the Firm.

4. The Firm will not represent any party with an interest that may be adverse to that of the Authority. Notwithstanding the preceding sentence, the Authority: (1) acknowledges that the Firm represents clients other than the Authority (“Firm Clients”) and from time to time, may be asked to represent either: (a) the Authority in a transaction in which one or more of the Firm’s Clients is involved, but where such Firm Client is represented by counsel other than the Firm; or (b) a Firm Client in a transaction in which the Authority is involved but where the Authority is represented by other counsel; and (2) hereby consents to such representation subject to the following conditions: (a) the Firm has received the Authority’s prior written consent for such representation; (b) the Firm has determined that such representation is consistent with the requirements of DR5-105 of the New York Code of Professional Responsibility; (c) the Firm notifies the Authority in writing of each instance in which it is relying on this provision and whether it has also obtained the consent of the Firm Client; and (d) the Firm agrees that it will not represent a Firm Client against the Authority or the Authority against a Firm Client in connection with any litigation.

5. Upon the conclusion of the Services, the Firm shall return all hardcopy and electronic documents, materials and files pertaining to the Authority and the Services in the Firm's possession to the Authority. The Firm may retain its own files relating to the Services, and these files will be kept confidential in accordance with applicable rules of professional conduct.

6. Professional services of the Firm rendered to the Authority in connection with this Agreement shall be compensated at the hourly rates set forth in "Exhibit A" ("Fee Schedule") attached hereto. In addition, the Authority will reimburse the Firm for reasonable actual out-of-pocket disbursements, such as photocopying, delivery charges and specialized computer applications, incurred by the Firm relating to its performance of Services as provided herein (the "Disbursements").

7. The Firm will submit monthly bills to the Authority which shall set forth, in detail, a description of the Services rendered, the name of the individuals performing the Services, the basis for the calculation of the charges submitted with respect to each such specified matter and an itemization of Disbursements for which reimbursement is requested (each a "Firm Invoice"). Services shall be limited to those requested or authorized by the Authority. The maximum obligation of the Authority hereunder shall not exceed [**CONTRACT \$ AMOUNT**] in the aggregate, inclusive of fees and Disbursements. The Authority reserves the right to review and contest or request clarification on all or any portion of a Firm Invoice.

8. Upon the Authority's approval of each Firm Invoice, the Authority shall make payments to the Firm for Services and Disbursements in accordance with the "Prompt Payment Policy," which is attached hereto as "Exhibit B".

9. The laws of the State of New York shall govern the interpretation of this Agreement, including all rules or codes of ethics that apply to the provision of services. In addition, the Firm acknowledges that it has read Chapter 1 of the Laws of 2005, as amended, regarding procurement lobbying, and that certifications provided to the Authority in connection with the Services are complete, true, and accurate and will be updated to reflect any change in information. The Authority hereby reserves the right to terminate this Agreement in the event it is found that the certification provided by the Firm to the Authority pursuant to New York Finance Law Section 139-k was intentionally false or intentionally incomplete.

10. This Agreement supersedes any and all prior agreements between the Authority and the Firm regarding the performance of Services by the Firm. The provisions of this Agreement will continue in effect, as appropriate, even after the termination of the Services.

11. The Firm acknowledges that at the direction of the Authority, the Firm may be required to work with other law firms empanelled by the Authority, including minority and women-owned business enterprise firms, on specific assignments. The specific tasks and duties to be performed by each firm, together with the fees to be charged for their respective services, shall be determined by the Authority and the firms in advance of the commencement of work.

12. The Firm shall comply with the requirements relating to equal employment opportunities for minority group members and women set forth on "Exhibit C" attached hereto and the requirements relating to insurance set forth on "Exhibit D" attached hereto.

13. The Authority, periodically or upon the completion of an assignment, may review the quality and cost-effectiveness of the Services provided by the Firm. This review shall include consideration of the Firm's adherence to the representations made regarding diversity practices, as well as, the actual percentage of work performed by women and minority professionals assigned to the Authority's engagement. The Firm acknowledges that if, in the Authority's sole discretion, any of the Services are deemed to be inadequate in terms of quality or

cost-effectiveness, or that the Firm failed to adhere to any of its representations made hereunder, the Authority may cease to request future Services from the Firm and that the Firm may be removed from this engagement prior to the expiration of the Term

14. From time to time during the Term, the Firm may provide to the Authority, and the Authority may, in its sole discretion, fully participate in and/or accept, certain educational opportunities and/or materials prepared by or obtained from the Firm for use by or distribution to its clients, such as, but not limited to, seminars, conferences, symposiums, lectures, classes, informal or formal meetings, publications, periodicals and the like (“Educational Opportunities”), provided that such Educational Opportunities generally relate to those areas of the Firm’s expertise and its performance of Services hereunder. The Firm hereby expressly acknowledges that the value of any Educational Opportunities is part of the valuable consideration exchanged herein.

15. If litigation is threatened in connection with the Services, as determined by the New York courts, and in order to comply with its legal obligation, the Authority and its officers, members and employees shall immediately preserve all existing physical evidence, documents and data relevant to the Services and suspend deletion, overwriting, or any other possible destruction of relevant documents and data. At that time, any routine document retention/destruction policy will be suspended and a litigation hold will be put in place to ensure the preservation of relevant documents. Additionally, the Authority will direct all suitable employees to preserve all relevant records and create a mechanism for collecting the preserved records so they may be obtained at a later time.

16. Any dispute concerning the Firm’s representation of the Authority for the provision of Services shall be governed by New York State law. If during the course, or at the conclusion, of the Firm’s provision of the Services, there is a dispute as to the legal fee charged which is in excess of \$1,000.00 but less than \$50,000.00, the Authority will have the option to resolve this dispute by arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

17. The Firm shall, to the fullest extent permitted by law and at its own cost and expense, indemnify, defend and hold harmless the Authority, the State of New York and their respective agents, representatives, trustees, officers, permitted assigns, and employees, collectively and individually (hereinafter, the “Indemnitees”), and save them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions and all expenses (including reasonable attorneys’ fees, investigations and disbursements) incurred by the Indemnitees related to or arising out of or directly related to the acts or omissions of the Firm, or any of its vendors, sub-consultants or contractors, in the performance of this Agreement including, without limitation, (a) claims for death or bodily injury, or claims for damage to, loss or destruction of any real or tangible personal property, and (b) any breach of contract, or representation, warranty or covenant contained herein by the Firm, or by any of its vendors, subconsultants or contractors.

The foregoing indemnity shall not be construed to negate, abridge or otherwise reduce any other right, remedy or obligation of indemnity that would otherwise exist in favor of any Indemnitee; nor shall it diminish in any way such rights, remedies, or claims for damages as the Authority may have for breach of this Agreement - whether such rights, remedies, obligations or claims exist under this Agreement, pursuant to any law, or at equity.

The foregoing indemnity includes, without limitation, claims by any employee of the Firm or of any vendor, consultant or contractor, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any applicable workers’ compensation, disability benefits or other similar employee benefits acts.

The Firm waives, to the fullest extent permitted by law, any right it may have to receive damages from the Authority based on any theory of liability for any special, indirect, consequential (including lost profits), exemplary

or punitive damages. The terms contained in this paragraph shall survive expiration or early termination of this Agreement.

18. A binding contract between the parties shall exist only if and at such time as both parties have executed this Agreement.

If the foregoing is acceptable to you, please so indicate by signing and returning three originals of this Agreement. Upon receipt by the Authority, the Authority will execute the Agreement, a fully executed copy will be returned to you and this letter, inclusive of all attachments thereto, will thereupon constitute the Agreement between the Firm and the Authority.

Very truly yours,

BATTERY PARK CITY AUTHORITY

By: _____

Name: Goldie Weixel

Title: General Counsel

AGREED AND ACCEPTED:
[FIRM NAME].

By: _____

Name: [LEAD ATTORNEY]

Title: [INSERT TITLE]

Retainer Exhibit A

FEE SCHEDULE –

**[FORMAT MAY VARY FOR INDIVIDUAL ENGAGEMENTS – COMPLETE ONE RATE SHEET
PER PRACTICE AREA PROPOSED ON]**

<u>Title</u>	<u>Rate per Hour</u>
Partner	XXXX - XXXX
Counsel	XXXX - XXXX
Senior Associate	XXXX - XXXX
Associate	XXXX - XXXX
Legal Assistant/Paralegal	XXXX - XXXX
Annual Escalation Years 1-3	____%
Annual Escalation Year 4 (Option Year 1)	____%
Annual Escalation Year 5 (Option Year 2)	____%

Retainer Exhibit B

HUGH L. CAREY BATTERY PARK CITY AUTHORITY
PROMPT PAYMENT POLICY

Section 9002.1

Statement of Policy and Purpose. This Prompt Payment Policy is adopted pursuant to Section 2880 of the Public Authorities Law, requiring each public benefit corporation to promulgate rules and regulations detailing its policy with respect to making prompt payment to contractors.

Section 9002.2

Definitions. For the purpose of this Part, the following terms shall have the following meanings unless the context shall clearly indicate otherwise:

(a) “Authority” shall mean the Hugh L. Carey Battery Park City Authority.

(b) “Contract” shall mean an enforceable agreement entered into by the Authority and a Contractor, including purchase orders. Bond resolutions and any leases to which the Authority is a party, including any leases between the Authority and any of its tenants or subtenants, as well as any related agreements which are an integral part of such leases or subleases, are not Contracts within the meaning of this Section.

(c) “Contractor” shall mean any person, partnership, private corporation or association providing or performing any of the following pursuant to a Contract:

(i) selling materials, equipment or supplies or leasing property or equipment to the Authority;

(ii) constructing, reconstructing, rehabilitating or repairing buildings, streets or other improvements for or on behalf of the Authority; or

(iii) rendering or providing services to the Authority.

(d) “Designated Payment Office” shall mean that department within the Authority to which a proper invoice is to be submitted by a Contractor; unless otherwise, specified, the Designated Payment Office shall be:

Office of the Chief Financial Officer
Hugh L. Carey Battery Park City Authority
200 Liberty Street, 24th Floor
New York, New York 10281-1097

Attention: Accounts Payable

(e) “Prompt Payment” shall mean payment of a debt due and owing by the Authority pursuant to a Contract before interest accrues thereon pursuant to the provisions of this Part.

(f) “Proper Invoice” shall mean a written request or invoice for contract payment setting forth the description, price and quantity of goods, property or services provided by a Contractor, such request or invoice being both in accordance with the terms of the Contract and in such form, and supported by such other substantiating documentation, as the Authority may reasonably require.

(g) “Receipt of a Proper Invoice” shall mean either:

(i) The date on which a Proper Invoice is received by the Designated Payment Office or

(ii) The date on which the Authority receives the purchased goods, property or services covered by the Proper Invoice, whichever is later.

(h) “Set-off” shall mean the reduction by the Authority of a payment due to a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to the Authority.

Section 9002.3

Applicability. This Part shall apply to all Contracts entered into on or after April 29, 1988.

Section 9002.4

(a) Payment Request Procedure. Contractors owed money by the Authority shall deliver a Proper Invoice to the Designated Payment Office. The Designated Payment Office will log the receipt date of each invoice, and send it to the department unit within the Authority that received the goods, property or services from the Contractor for review and verification of the Contractor’s performance in accordance with the Contract. Contractors with Contracts which provide for payment at specific dates or intervals shall also be required to provide a Proper Invoice which certifies that the obligations required under such Contract have been performed prior to such date(s) or during such interval(s) and review and verification of the work of these Contractors will take place upon receipt of such Proper Invoice; payment shall be made in accordance with the terms of such Contracts.

(b) Prompt Payment Schedule. The schedule of the time in which the Authority will make prompt payment under a Contract is as follows:

(i) For invoices received on or after July 1, 1989, payment will be made by the Authority within 30 calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

(ii) For Contracts which provide for payment at one or more specific dates or intervals, payment will be made in accordance with the terms of such Contracts, but interest shall only be payable if payment is not made within the time provided as in (i) above.

(iii) This schedule will not apply in those instances where payment is being delayed by reason of any of the exceptions listed in Section 9002.4(e) or where the time in which to make payment is being tolled for any of the reasons listed in Section 9002.4(f) herein, in which cases the time for payment shall be there provided.

(c) Interest Computation. If the Authority fails to make payment in accordance with the prompt payment schedule set forth in Section 9002.4(b) above, the Authority will pay interest to the

affected Contractor at the rate equal to that set by the State Tax Commission for corporate taxes pursuant to Section 1096(e) of the Tax Law.

(d) Funds Available to Pay Interest Penalties. The Authority will pay interest as provided herein with monies available to the Authority for operating and administrative expenses pursuant to its approved budget.

(e) Extension of Payment Time. Any of the following facts, conditions or situations are determined by the Authority to be exceptions to the prompt payment schedule set forth in Section 9002.4(b) and to justify extensions of the time by which payment must be made (the amount of time of such extension being as established by the Authority's Treasurer consistent with this Part, with notice provided to the Contractor):

(i) Statutory or Contract provisions requiring an inspection period or an audit prior to payment;

(ii) The absence of a state appropriation which is necessary to authorize payment;

(iii) A requirement for federal government examination of a Proper Invoice prior to payment;

(iv) Extraordinary delay between the time of the provision of goods, property or services by a Contractor and the receipt of a Proper Invoice by the Authority;

(v) Failure by a Contractor to submit documents required by the Contract or reasonably required by the Authority prior to payment;

(vi) Where time is taken in the processing of an invoice by the State Department of Taxation and Finance, the State Division of the Budget, the Office of the State Comptroller, or any other entity external to the Authority that is or may be required by statute, regulation or Contract to approve or process Authority payments.

(f) Defects or Improprieties. The following facts or conditions toll the prompt payment schedule set forth in Section 9002.4(b):

(i) A reasonable belief by the Authority in the existence of any defects(s), including any incompleteness or failure of compliance with the terms of the Contract, in or with respect to the goods, property or services delivered;

(ii) A reasonable belief by the Authority in the existence of any defect(s) in the invoice; or

(iii) A reasonable belief by the Authority in suspected impropriety of any kind. In order to toll the prompt payment schedule without penalty, the Authority has fifteen calendar days after receipt of an invoice to send a Contractor notification of such defects or improprieties. Authority notification shall be by letter to the Contractor, setting forth any such defect or impropriety in reasonable detail, sent to the address indicated for notices under the Contract or, if no such address is provided, sent to the address set forth in the invoice provided that, in the event that the Authority fails to so notify the Contractor within such fifteen days, the sole effect of such failure to so notify the

Contractor shall be that the number of days allowed for payment shall be reduced by the number of days between such fifteenth day and the date of the Authority's transmitting such notifications. In the event that the Authority fails to provide reasonable grounds for its contention that any such defect or impropriety exists, the date by which Contract payment shall be made shall be calculated from the date of receipt of an invoice.

Section 9002.5

(a) Annual Report. The Authority shall prepare an annual report on the scope and implementation of this prompt payment policy. The report shall include, but not be limited to, the following:

(i) A listing of the types or categories of contracts which the Authority entered into during the twelve-month fiscal year covered by the report with an indication whether each such type or category of contract was subject to this prompt payment policy, and if it was not, the reason(s) why not;

(ii) The number and amount of interest payments made for contracts, arranged according to each such type or category;

(iii) The number of interest chargeable days, and the total number of days taken to process each late contract payment; and

(iv) A summary of the principal reasons why such late payments occurred.

(b) Within ninety (90) days after the completion of each such fiscal year, copies of this annual report shall be filed with the State Comptroller, the State Director of the Budget, the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.

(c) Copies of its annual report shall be made available to the public upon reasonable request at the Authority's main office.

Section 9002.6

(a) Amendment. The Authority shall have the power to amend this Part by promulgating amended rules and regulations at any time, and within thirty days of the adoption of any such amendments hereto, the Authority shall file copies with the State Comptroller, the State Director of the Budget, the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.

(b) Contract Incorporation. The policy statement in effect at the time that a Contract is entered into is hereby incorporated into and made a part of that Contract.

(c) Public Access. The Authority shall make copies of this policy statement available to the public upon reasonable request at the Authority's main office. The Authority shall also provide a copy of this policy statement to each Contractor at or prior to the time a Contract is entered into.

(d) Inapplicability. This policy is not applicable to payments due and owing by the Authority to any other governmental entity, agency, public benefit corporation or the employees thereof when acting in or incidental to their public employment capacity, to interest on judgments rendered by a

court against the Authority pursuant to any other provision of law, or to situations where the Authority exercises a legally authorized Set-off against all or part of a payment due a Contractor.

(e) Legal Processes. The Authority is under no liability to pay interest pursuant to this policy for any period after a Contractor has filed a claim, given notice of an intention to file a claim or commenced legal action seeking any payment of interest; interest during such period shall only be paid as directed by the court in accordance with such other provisions of law as may be applicable.

(f) Interpretation. This Part shall be interpreted consistent with and to fulfill the purposes of Section 2880 of the Public Authority Law.

Retainer Exhibit C

EEO REQUIREMENTS

Equal Employment Opportunity (“EEO”)

1. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to this Agreement.
2. In performing the Agreement, the Firm shall:
 - a. Ensure that each consultant and subconsultant performing work on the Agreement shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b. Submit an EEO policy statement to the Authority within seventy-two (72) hours after the date of the notice by the Authority to award the Agreement to the Firm.
 - c. If the Firm, or any of its consultants or subconsultants, does not have an existing EEO policy statement, the Authority may require the Firm or any of its consultants or subconsultants to adopt a model statement that shall include the following language:
 - i. The Firm 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 EEO programs to ensure that minority group members and women 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.
 - ii. The Firm shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - iii. The Firm 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 Firm’s obligations herein.
 - iv. The Firm will include the provisions of (2)(c)(i) through (iii), which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subconsultant as to the Services.

3. Workforce Utilization Report

- a. The Firm shall submit a Workforce Utilization Report (https://its.ny.gov/sites/default/files/documents/eeo_workforce_utilization_report.xlsx) and shall require each of its subconsultants to submit a Workforce Utilization Report, in such form as shall be required by the Authority on a quarterly basis during the term of this Agreement.
- b. Separate forms shall be completed by the Firm and any subconsultants.
- c. Pursuant to Executive Order #162, the Firm and any subconsultants are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- d. The Firm shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Firm and its subconsultants 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.

Retainer Exhibit D

INSURANCE REQUIREMENTS

- A. The Firm shall procure and maintain all of the insurance required under this Exhibit D during the Term of this Agreement.
- B. The Firm shall not commence performance of the Services until the Firm has obtained, and required each subconsultant to obtain, all the insurance required under this Exhibit D and until it has furnished to the Authority the certificate or certificates of insurance required by Section C hereof.
- C. The Firm shall furnish to the Authority, before or upon execution of this Agreement, attention: Nimisha Haribaran, a certificate or certificates of the insurance required under this Exhibit D and, upon the Authority's request, certified copies of the original policies of insurance, within the time period required by the Authority and before commencing performance of the Services. Such certificate or certificates shall be in form satisfactory to the Authority, shall list the various coverages and shall contain, in addition to any other provisions required hereby, a provision that the policy shall not be changed, canceled or reduced and that it shall be automatically renewed upon expiration and continued in force until two years after the Services are completed unless the Authority is given 90 days' written notice to the contrary. Such certificates shall also include riders providing that violation of any of the terms of any policy shall not by itself invalidate such policy. Such policies and certificates must name as additional insureds the Authority and the State of New York.
- D. All insurance required to be procured and maintained must be procured from insurance companies that have a financial rating by A.M. Best Company as published in the most current key rating guide of A-:VII or better and which are authorized to do business in the State of New York.
- E. If at any time any of the required insurance policies should be canceled, terminated or modified so that insurance is not in effect as required, then the Firm shall suspend performance of the Services. If the Services are suspended then the Authority may, at the Authority's option, obtain insurance affording coverage equal to that required herein and the cost of such insurance shall be payable by the Firm to the Authority.
- F. All additional insured protection afforded the Authority and the State of New York must be on a primary and non-contributory basis and all policies must include a waiver of subrogation in favor of the Authority and the State of New York.
- G. The Firm and any subconsultants shall secure in a form satisfactory to the Authority the following:
1. Worker's Compensation, Employer's Liability insurance and Disability Benefits during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits.
 2. Commercial General Liability insurance, as follows:
 - a. Coverage must be written on ISO Form CG 00 001 or its equivalent and with no modification to the contractual liability coverage provided therein, and shall be provided on an occurrence basis with limits not less than:
 - A.\$1,000,000 per occurrence
 - B.\$2,000,000 General Aggregate, which must apply on a per project basis

b. The Authority and the State of New York must be protected as additional insureds with coverage at least as broad as the combination of the most recent editions of ISO Forms CG 20 26 and CG 20 37 on policies held by the Firm and any of its subconsultants. Subconsultants may not use blanket additional insured endorsements to provide additional insured protection to the Authority and the State of New York “by written contract” but must use ISO Form CG 20 38 or its equivalent. The policy must provide coverage for defense and indemnification of claims and/or lawsuits, including third party actions, claims and/or lawsuits for bodily injury to the employees of the Firm or any subconsultants arising from the injured worker’s employment with the Firm or any of its subconsultants.

3. Professional Liability (“Errors and Omissions”) insurance must be maintained at a limit of not less than \$3,000,000 per claim.

H. The insurance required under subsection G (2) shall provide that the insurance company or an attorney approved and retained by the insurance company shall defend any suit or proceeding against the Authority or any officers, agents or employees of the Authority whether or not such suit is groundless, false or fraudulent. Notwithstanding the foregoing, the Authority shall have the right to engage its own attorneys for the purpose of defending any suit or proceeding against it or its respective officers, agents or employees, and, in such event, the Firm shall, indemnify the Authority for all attorneys’ fees and disbursements and other costs incurred by it arising out of, or incurred in connection with, any such defense.

I. The Authority, at its cost and expense, may, at its sole option, procure and maintain such insurance as shall in the opinion of the Authority, protect the Authority from contingent liability of the Authority to others for damages arising from bodily injury, including death and property damages which may arise from operations under this Agreement. The procurement and maintenance of such insurance by the Authority shall not in any way be construed or be deemed to relieve the Firm from, or to be a limitation on the nature or extent of, such obligations and risk.

EXHIBIT D

List of BPCA Board Members and Employees

(attached)

LIST OF BOARD MEMBERS

Donald Capoccia
Martha Gallo
Anthony Kendall
Catherine McVay Hughes
Lester Petracca
Clinton Plummer
Angela Sung Punsky

LIST OF EMPLOYEES

Acevedo, Angel	Curley, Jonathan	Hart, Louisa Rose
Afzal, Betzayda M.	Curtin, Sarah F	Heerah, Sankar
Alexander, Danah	Daube, Ashley	Hernandez, Raul
Alexander, Samantha	Davis, David	Heron, Mary C
Allan Swisher	Davis, Elizabeth Nelson	Herrera Rincon, Lorena
Alvarez, Elsa C.	De Padua, Gilbert	Hines, Damien
Anders, Dana J.	DeSantis, Phillip C	Hing, Alexander Herrmann
Anderson, Conrad J	Diaz, Ismael	Hoey, Brendan
Appenfeller, Gwendolyn	Diaz-Larui, Paul N.	Hood, Megan
Arpi-Tacuri, Tiffany Hillary	Dickson, Daniel Allen	Howard, Angela M.
Athayde, Kyle	Dobens, Lawrence	Hudon, Craig A.
Babb, David	Dopson, Tonasia T.	Jogie, Amy S.
Baichu, Sharmila	Eggleson, Terrence	Johnson, Jasmine Mikayla
Baki, Muriel Barnett	Ellison, AnnMaria	Johnson-Gabrielle, Willow
Baptiste, Marie R	Engler, Elise	Jones, Gamal A
Beecham, Brett D.	Espinal, Jason	Jones, Saladin
Belliard, Freddy	Ethridge, Maya	Julien, Ebonique M.
Bender, Marieke E	Flanagan, Stacey	Kaur, Rupinder
Benon, Yipin K.	Flores, Tamara G.	Kessin, Benjamin
Berendschot, Octavie	Fonseca, Juan	Kimpolo Nkaya, Zag Legrand
Bergen, Zachary	Fortune, Dennis	Koenig, Karl H.
Best, Jacqueline	Frederick, Pamela M.	Kotsanis, Elephtherios
Blake, Nidia Xcenia	Fuhrman, Heather	Lalama Moreno, Cristina
Bonnely, Sully	Gallagher, James J.	Alexandra
Bruce, Oliver	Garcia-Edwards, DonnaMarie	Le, Uyen
Buivid, Nancy	Gerbi, Ameli	Lei, Jeffrey
Buquicchio, Anthony	Gonzalez, Anatasia I.	Leon, Boris
Campbell, Peter M.	Gonzalez, Lee	Lerner, Marianna
Caraballo, Angel	Gorley, Keyond	Leung, Jeremy K.
Centeno, Monica	Gould, Robert H.	Lima, Triny
Chen, David	Gregg, Evelyn	Liu, Johnny
Cho, Terence	Gross, Jonathan A	Lopcy, Rene J.
Cid, Alexis Torres	Gutin, Dmitriy	Lopez, Janira C
Cogan, Jonathan William	Hansen, Robert T.	Magana, Maria
Compaan, Jason	Harper, Justin	Maggi, Michael Andrew
Cordova, Kevin	Harris, Elian	Maggi, Robert

Maisonet, Evelin	Rhoades, Takoda Rayne	Wu, Ken
Mann, Rajinder	Richards, Kwame	Yohannes, Jouli
Manzella, Lenore	Rivera, Angel	Yokoi, Erin L
Martinez, Eric	Rivera, Manuel	Zeltser, Zachary
Martinez, Maria	Rivera, Ruben	Zeng, Joanna
McNeill, Princess K.	Riveros Torres, Sylvia Juliana	de Melo, Pedro
Mendez, Just	Rufino, Joel	
Mesine-Michael, Vanessa	Russell, Paul C	
Metal, Rami	Salazar, Atticus	
Mikati, Rayyan	Sanders, Monica Ciera	
Mimbella, Lilka	Santiago, Carlos	
Mirabal, Michael	Sbordone, Nicholas T	
Miranda, Doreen	Schwartz, Jean	
Mohammed, Ronnie	Sentino, Delano	
Morris, Haley	Sewraj-Kumar, Rekha	
Motte, Eva Katherine	Shacham, Yael	
Moulketis, Irene	Shakov, Matthew	
Murray, Ryan Patrick	Simon, Sean A.	
Murtha, Lauren M.	Singh, Kemnarine	
Nathan, Jahmeliah E.	Smedley, Sarah J.	
Ngo, Jane Anh	Smith, Sherone	
Noll, Alexander	Stewart, Shinay	
O'Toole, Kevin	Striggles, Patricia Antionette	
Ortiz, Maril E.	Taft, Marcella	
Oyeniya, Adebayo	Teelan, Michael	
Paillant, Willem	Torres Davila, Michelle K.	
Palma, Ma Enore	Torres, Ryan A.	
Parker, Jonathan J	Van Horn, Douglas J.	
Patel-Haribaran, Nimisha	Vann, Isabel	
Pearlman, Gladys	Vargas, Christian	
Pena , Carlen	Veve, Yves Emmanuel	
Perriello, Vito	Vitale, Matthew William	
Petrov, Roman Eduardovich	Wade, Sharon B.	
Powell, Katherine	Wallace, David B.	
Powell, Rayshawn	Weixel, Goldie	
Pula, Ard	Wells, John	
Rachnowitz, Jason	Williams, Dwight	
Ramirez, Madelin G.	Williams, Eileen	
Ramos, Joel	Williams, Ikeem	
Reynolds, Aline E	Wisnewski, Jennifer	
Reynoso, Eder	Wolfe, Sara N.	