Request for Qualification ("RFQ"): **Date:** **October 26, 2026**

Legal Services

RE: **Addendum # 1**
# of Pages: **23**

A) RFQ REVISIONS:

The following revisions are hereby made to the RFQ:

1) MWBE / SDVOB Goals: This RFQ is being issued for the purpose of establishing a pre-qualified legal services panel. No MWBE or SDVOB participation goals have been established for RFQ submissions, and submitting participants will not be evaluated based on MWBE or SDVOB utilization commitments as part of the panel selection process.

   Regardless, BPCA strongly encourages participation by New York State-certified MWBE and SDVOB firms, whether as prime firms, joint venture partners, subcontractors, or consultants.

   Following establishment of the panel, BPCA may evaluate individual assignments and contracts on a case-by-case basis to Following establishment of the panel, BPCA will evaluate individual assignments and contracts on a case-by-case basis.

2) **QUESTIONS & ANSWER:** Below are the responses to substantive questions received by the Battery Park City Authority("BPCA"), in connection with this RFQ. Responses are provided in bold underneath each question. All Capitalized terms have the meaning assigned to them in the RFQ.

Please ensure that all submissions include acknowledgment of this addendum.

The deadline for proposal submissions remains unchanged.

By signing the line below, I am acknowledging that all pages of this Addendum #1 have been received, reviewed and understood, and will be incorporated into the Proposal submitted. This document must be attached to the Proposal for consideration.

_____ _____

Print Name Signature Date

Number of pages received: _____<fill in>

Distributed to: All prospective Proposers

Questions and Answers

Question 1: Do I have to include the income tax return as a part of the procurement submission? If so, what will this information be used for as a part of the procurement process? What cybersecurity measures are in effect to assure the data is protected?

Answer: In lieu of submitting financial statements or tax returns with the proposal, proposers may provide such documentation upon BPCA's request during the evaluation process. BPCA reserves the right to request the documentation at any time and may deem a proposer non-responsive if the requested documentation is not provided in a timely manner.

Question 2: Section V.B of the RFQ states that no MWBE or SDVOB goals have been established at this time and that each contract issued pursuant to this solicitation will be assessed for MWBE and SDVOB goals prior to award, including the potential availability of waivers or exclusions. However, the MBE/WBE EEO Policy Statement form in Exhibit B contains a pre-printed MBE/WBE Contract Goal of 30% Minority and Women's Business Enterprise Participation. Please clarify which provision controls.

Answer: Because this RFQ is being issued to establish a legal services panel, no MWBE or SDVOB participation goals have been established for RFQ submissions. If a firm is selected for the panel and later awarded a specific assignment or contract, MWBE and/or SDVOB goals may be established at that time based on the scope of work.

Question 3: Given the recent DEI-focused executive orders and federal guidance from the EEOC and DOJ, the firm is not in a position to engage an M/WBE subcontractor if goals are set at the contract level and we would need to seek an exclusion from such requirements. Please clarify the process for seeking an exclusion.

Answer: Please see the response to Question 2. Because no MWBE or SDVOB participation goals have been established for RFQ submissions, firms are not required to request a waiver or exclusion as part of their response. Any goal-related requirements would be addressed if and when a specific contract is awarded.

Question 4: If the firm intends to seek an exclusion from the participation goals, will BPCA consider removing the M/WBE requirements in Retainer Exhibit B (Section XIII) and C in its entirety?

Answer: Please see the response to Question 2. The RFQ does not require firms to meet MWBE or SDVOB participation goals as part of the panel selection process. Any diversity participation requirements for future contracts would be determined separately based on the specific engagement.

Question 5: The EEO Requirements in Retainer Exhibit C and Policy Statement in Exhibit B (Section XIII) require the firm to "make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force." Given the recent DEI-focused executive orders and federal guidance from the EEOC and DOJ, the firm cannot

agree to this obligation as written. If the firm intends to seek an exclusion from the participation goals, will BPCA accept the firm's own EEO policy in lieu of the model statement in Exhibit C; or will BPCA allow the selected firm to modify the requirement to use "good faith efforts" to specify that we are encouraged to use good faith efforts, but would not be required to do so?

Answer: Language stays, it's a state requirement.

Question 6: Vendor Responsibility Questionnaire (Exhibit B, Section III). Will BPCA accept a PDF copy of our completed online Vendor Responsibility Questionnaire, as filed with the New York State Comptroller's Office, in lieu of requiring completion of the separate Vendor Responsibility Questionnaire included in Exhibit B? If so, would any additional certification, signature, or supporting documentation be required?

Answer: In lieu of completing BPCA's Vendor Responsibility Questionnaire, BPCA will accept a copy of the New York State Vendor Responsibility Questionnaire (VendRep) as filed with the Office of the State Comptroller (OSC), provided it has been certified and filed within six (6) months of the proposal due date. Proposers may indicate this in their submission and provide a copy of the applicable VendRep filing. No additional BPCA Vendor Responsibility Questionnaire will be required.

Question 7: Signatures and Notarization (Exhibit B – Technical Proposal Submission Packet) Several required certifications and forms contain signature and notarization provisions. Will BPCA accept electronically signed forms, including scanned copies of original signatures, as part of the emailed Technical Proposal? For forms requiring notarization, will electronically notarized documents be accepted?

Answer: Yes, electronic signatures are acceptable.

Question 8: MWBE and SDVOB Utilization Plans (RFQ Section V.B and Exhibit B, Section I) The RFQ indicates that MWBE and SDVOB participation goals have not been established for this prequalification solicitation and will be evaluated for individual contracts. Are firms that do not anticipate subcontracting with MWBE or SDVOB firms required to submit completed utilization plans with their Technical Proposal, or may these forms be marked not applicable until a specific engagement is awarded?

Answer: If you intend to work with MWBE or SDVOB firms, please list them in the utilization plan.

Question 9: Section V.B states that no MWBE or SDVOB goals have been established for this solicitation. The Exhibit B Technical Proposal Submission Checklist lists the MWBE and SDVOB Utilization Plans as required forms and the Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement (page B-32) specifies a 30% MWBE participation goal. Please clarify whether the 30% goal applies to this solicitation and whether a written explanation is acceptable in lieu of submitting the Utilization Plans given that no goals have been established.

Answer: Please see responses to Questions 2 and 8.

Question 10: The Exhibit B Technical Proposal Submission Checklist references Section V.B.c.i for financial statements and Section V.B.c.iii for appendices. These requirements appear in Sections VI.B.b.i and VI.B.c, respectively. Please confirm if these sections should be included.

Answer: Please provide the appendices required under Section VI.B.c. With respect to the Financial Statement, please refer to the response to Question 12.

Question 11: Are firms that are already on the panel required to resubmit?

Answer: Yes. The current panel is set to expire in Spring 2026. In order to be considered for the subsequent panel, all firms must submit a response to this RFQ.

Question 12: Financial Statements (Section VI.B.b.i): As a private law firm, we do not provide audited financial statements or tax returns in response to RFPs. Would BPCA consider waiving this requirement for law firms?

Answer: BPCA will waive this requirement for the purposes of responding to this RFQ, however firms will be required to provide satisfactory evidence of their financial capability to meet the requirements of a retainer agreement prior to being assigned work.

Question 13: Indemnification (Exhibit C, Section 17): Would BPCA consider modifications to the indemnification provision to align with customary terms for professional legal services?

Answer: BPCA will consider exceptions to the retainer agreement on a case-by-case basis. All such exceptions must be submitted along with your response to the RFQ.

Question 14: The Request for Qualifications stipulates that the Technical Proposal must include the "firm's most recent Audited Financial Statements . . . or where an audited financial statement is not available, the most recent tax return." In lieu of submitting the requested financial information with its Technical Proposal, would the Authority permit a confidential review of the Firm's CPA-reviewed financial information with designated Authority representatives? The Firm would be pleased to make appropriate financial personnel available to answer questions and discuss the Firm's financial condition. Please confirm whether this approach would satisfy the RFQ's financial responsibility requirements.

Answer: Yes. In lieu of submitting audited financial statements or a tax return with its Technical Proposal, a proposer may request a confidential review of its CPA-reviewed financial information by designated Authority representatives. In addition, if audited financial statements are not available, the proposer should provide a letter from its Chief Financial Officer (or equivalent officer) certifying that audited financial statements are not available and providing summary financial information certified by the CFO or equivalent. The Authority reserves the right to request additional information as necessary to assess the proposer's financial responsibility.

Question 15: Under Section VII., the solicitation requires that "Professional Liability ("Errors & Omissions") Insurance must be maintained at a limit of not less than $3,000,000 each claim." If the firm's E&O is currently less than $3,000,000 for each claim, would the firm have the choice to raise its coverage to meet the requirement when actual work is assigned?

Answer: Yes.

Question 16: Under Section VII., the solicitation requires that "limit applicable to this policy shall be no less than $1,000,000 per occurrence". Are there any flexibilities or exemptions for the cyber & network security liability and privacy coverage limit?

Answer: This will depend on the nature of the work assigned to a particular firm and will be determined on a case-by-case basis. Assignments that do not involve the access to or storage of BPCA data, for example, may not require cyber liability insurance.

Question 17: Under previous Battery Park RFQs for legal services, how many law firms selected were M/WBE? How many of those law firms had less than 20 attorneys?

Answer: 3 out of the last 12 Legal Services Contracts were awarded to M/WBE firms. We cannot determine how many attorneys were employed with these firms, as BPCA does not maintain this information in a readily available format and is therefore unable to provide a response.

Question 18: Although the RFQ expressly invites legal staffing companies to respond, many of the proposal requirements, evaluation criteria, and contract provisions appear structured primarily for traditional law firms. Given that a legal staffing company can provide BPCA with a flexible and potentially more cost-effective way to access qualified attorneys, please confirm that legal staffing companies are eligible to participate under a staffing model in which they recruit, employ, and assign qualified attorneys and other legal professionals who perform services under BPCA's direction and legal supervision. How would BPCA recommend that legal staffing companies respond to the questions and meet the requirements as currently written, and will BPCA distinguish between the law firm and legal staffing delivery models throughout the RFQ and associated agreements?

Answer: BPCA is open to considering any firm that can provide legal services that meet the contained in the scope of work attached to the RFQ. In the case of legal staffing firms, proposers should identify those practice areas where they will be able to provide admitted, practicing attorneys and the rates at which such attorneys will bill – any legal services provided under any awarded retainer will be under the direct supervision of BPCA, however individual attorneys will remain employees of the firm under contact; BPCA is not interested in contracting directly with, or entering into any direct employment relationship with, individual attorneys as a result of this solicitation.

Question 19:
• W ho are the current firms on BPCA's pre-qualified Legal Services panel?
• What are their current hourly rates by practice area and title?
• What was BPCA's spend for outside legal services under the current panel for each of the past 3 years by practice
area?
• How many matters or assignments were issued in each practice area for each of the past 3 years?
• Have there been any "pain points" with the current panel firms?

Answer: A list of firms currently approved for BPCA's panel is attached as Exhibit A hereto. Rates, average spend and number of assignments vary significantly depending on the type of work needed at any given time and will not be provided here as they are not relevant for the purposes of submitting a response. BPCA has not identified any "pain points" with its current panel – the panel is set to expire in Spring 2027 and the purpose of this RFQ is to refresh the panel for the next several years.

Question 20: What is the total anticipated spend or not to exceed budget per year for work issued under this panel?

Answer: BPCA does not provide this information as part of the Procurement process.

Question 21: How many firms does BPCA anticipate selecting for the pre-qualified Legal Services panel?

Answer: BPCA has not set a number of firms, but is interested in selecting a broad range of coverage for the practice areas identified in the RFQ.

Question 22: Which practice areas are of most strategic importance to BPCA, and which are the most frequently required?

Answer: This is highly variable, however generally speaking real estate and construction services have been used most frequently in the past.

Question 23: What is the average length of a legal matter or staffing assignment by practice area?

Answer: This is entirely dependent on the nature of the work that is needed during the term of the panel. Some assignments may be one-off and some may last months or longer.

Question 24: When a need for Legal Services arises, will BPCA generally contact one pre-qualified firm at a time or multiple firms simultaneously? If multiple firms are contacted, how will BPCA determine which firm receives the assignment?

Answer: BPCA will generally make a determination based on the specific experience of the firm, the firm's proposed rates for the project, and any assignment specific proposals provided by the firms, regarding how they will approach and staff the assignment if relevant.

Question 25: Are there any current temporary or contract legal professionals that BPCA is planning to transition and onboard to an awarded legal staffing company's payroll?

Answer: No.

Question 26: Will BPCA require any background checks or other pre-employment clearances for legal professionals provided by legal staffing companies? If so, would BPCA prefer we

include those costs in our bill rates, or bill them as a separate line item as a pass-through cost with no mark-up?

Answer: BPCA reserves the right to require background checks on a case-by-case basis. Firms should break out all costs that will be billed to BPCA in their cost proposal.

Question 27: Section V - General Requirements - A. Minimum Qualification Requirements - 1 / Section VI - Technical Proposal Format and Contents - B. Technical Proposal Content - c. Appendices:
"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."

"Attach professional biographies for all key personnel identified in your Proposal."

For legal staffing companies, may internal account management and recruiting personnel be identified as key personnel and have their professional biographies included in the Proposal even if they are not attorneys, provided that all attorneys ultimately assigned to perform work requiring admission to practice in New York are properly admitted? Since legal staffing companies recruit attorneys based on specific client needs, the attorneys who may ultimately be submitted for future BPCA assignments will not necessarily be identified at the time of proposal submission.
Answer: Firms that do not have identified attorneys available to receive work at the time of proposal submission should include an explanation of how the staffing process will work once BPCA identifies a need for a particular practice area. If such explanation involves specific key staff members of the firm working with BPCA, then those staff members may be identified as key personnel.

Question 28: Section V - General Requirements - A. Minimum Qualification Requirements - 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."

Will all assignments require in-person work, or does BPCA anticipate any remote or hybrid assignments? If so, what is the anticipated hybrid schedule?

Answer: This is dependent on the nature of the assignment. While many projects involve remote work, certain projects may require either attendance at meetings at BPCA's offices, court appearances or other in-person communications.

Question 29: Section V - General Requirements - B. MBE/WBE/SDVOB Participation, Joint Ventures, and Sub-contracting Goals:

"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."

Exhibit B states "30% Minority and Women's Business Enterprise Participation," and the Proposal Submission Checklist requires an MWBE Utilization Plan and SDVOB Utilization Plan.

Please confirm that the 30% MWBE participation goal shown in Exhibit B does not apply to the establishment of the pre-qualified panel. In addition, since individual contract goals will not be determined until prior to award, please clarify how vendors should complete the MWBE and SDVOB Utilization Plans with their proposals.

Answer: Please see the responses to Questions 2, 8, and 9. No MWBE or SDVOB participation goals have been established for this RFQ, and firms are not required to complete MWBE or SDVOB Utilization Plans as part of their submission. If a firm is later awarded a contract or assignment under the panel, MWBE and/or SDVOB goals may be established at that time depending on the scope of work.

Question 30: Section VI - Technical Proposal Format and Contents - B. Technical Proposal Content - c. Appendices:

"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."

"EXCEPTIONS THAT ARE NOT SUBMITTED WITH THE PROPOSAL WILL NOT BE CONSIDERED."

Given the distinction between law firms and legal staffing companies, will BPCA issue a staffing-specific retainer agreement or permit an addendum addressing the differences in scope, supervision, professional responsibilities, conflicts, confidentiality, and liability? If a separate form will not be issued, please confirm that staffing companies may submit exceptions reflecting their delivery model without being deemed nonresponsive solely because provisions intended for law firms are inapplicable.

Answer: Staffing firms may submit exceptions reflecting their delivery model and may also submit a proposed alternate form of agreement that better aligns with the service they are offering. BPCA reserves the right to accept all, some or none of the exceptions provided by any firm.

Question 31: Section VI - Technical Proposal Format and Contents - B. Technical Proposal Content - c. Appendices / Exhibit B - Technical Proposal Submission Packet:

Section VI refers to BPCA's form of retainer as Exhibit E, while the Table of Contents identifies the Form of Retainer Agreement as Exhibit C. Exhibit B refers to the List of BPCA Board Members and Employees as Exhibit E, while the Table of Contents identifies that list as Exhibit D. The Proposal Submission Checklist also references Sections V.B.c.i and V.B.c.iii for financial statements and appendices.

Please confirm the correct exhibit designations for the Form of Retainer Agreement and the List of BPCA Board Members and Employees, as well as the correct section references for the

financial statement and appendix requirements in the Proposal Submission Checklist. Will BPCA issue a corrected version of the RFQ to resolve these inconsistencies?

Answer: Form of Retainer is located in Exhibit C, The List of BPCA Board Members and Employees are located in Exhibit D. The Technical Proposal Submission Checklist and Confirmation Statement in Exhibit B should reference section VI.B.b.i for the financial statements and section VI.B.c for the Appendices.

Question 32: Section VII - Insurance - General Requirements and Insurance Requirements / Exhibit C - Retainer Exhibit D - Insurance Requirements: "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."

Will BPCA clarify that additional insured status, primary and non-contributory coverage, waiver of subrogation, and related endorsements are required only where commercially available and applicable to the relevant policy type? Please also confirm that a legal staffing company will not be required to provide insurance coverage or defense for BPCA's independent legal supervision or professional judgments, and that the insurance requirements will be harmonized between Section VII and Retainer Exhibit D.

Answer: Insurance requirements are subject to change depending on the nature of the actual work assigned. The final retainer agreement executed when a firm is assigned work will contain the applicable insurance limits.

Question 33: Section VIII - Fee Schedule; Format and Required Inclusions:

"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."

"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."

Please confirm that legal staffing companies may submit all-inclusive hourly staffing bill rates using personnel classifications and experience levels appropriate to legal staffing, rather than traditional law firm partner and associate classifications. Should legal staffing companies separately identify the temporary employee's pay rate and the staffing company's mark-up, or is an all-inclusive bill rate sufficient? Please also confirm that staffing companies will not be required to provide fixed fees for substantive legal matters where they do not control the scope, supervision, time required, or completion of the underlying legal work.

Answer: Confirmed. Staffing companies should submit cost proposals that align with their proposal; if that involves an all-inclusive bill rate, then that is what should be submitted, understanding that BPCA will evaluate cost proposals in conjunction with technical proposals based on the overall value they offer.

Question 34: Section VIII - Fee Schedule; Format and Required Inclusions - Annual Escalation:

"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."

Will BPCA permit adjustments to staffing bill rates to reflect legally mandated changes in wages, payroll taxes, employment costs, or other statutory employer obligations that arise during the contract term and are outside the staffing company's control? Please confirm whether such mandatory adjustments may be addressed separately from the annual escalation percentages submitted with the Fee Schedule.

Answer: BPCA is seeking responses that provide fixed rates with fixed escalations. Any change made to rates after a contract has been awarded will need to be made via contract amendment at the discretion of BPCA.

Question 35: Section VIII - Fee Schedule; Format and Required Inclusions:

We believe we would be overcharging BPCA if we included potential sick leave costs in our bill rates as we would need to estimate on the high side to cover potential costs. We request BPCA adopt the same policy adopted by many of our other government clients who allow us to bill for eligible sick leave as if the employee worked that day, so BPCA is only paying for time used. Will BPCA agree to this approach?

Answer: Firms can break out rates as they see fit, however BPCA will pay retained firms at an hourly rate based on time worked by title – a firm should not invoice BPCA for sick time or other time that was not actually billed.

Question 36: Section VIII - Fee Schedule; Format and Required Inclusions:
The Fee Schedule includes rates for Legal Assistant/Paralegal and any other title the Firm reasonably anticipates may be used.

If BPCA directs a non-exempt legal professional provided by a legal staffing company to work hours that qualify for overtime, will BPCA pay the applicable overtime bill rate?

Answer: Please see the response to Question 35.

Question 37: Section IX - Selection Process - C. Scoring of Proposals:
"The Committee will evaluate each responsive Technical Proposal based on... General qualifications and experience of the Firm... [and]

Years of experience of Lead Partner and/or other Principals of the Firm in the category(ies) of Legal Services proposed on."

Will BPCA evaluate legal staffing companies based on criteria appropriate to their delivery model, including experience placing qualified legal professionals, recruitment capabilities, public sector staffing experience, credential verification, responsiveness, and ability to meet BPCA's personnel requirements? Please confirm that staffing companies will not be disadvantaged for lacking law firm partners or a history of independently representing legal clients.

Answer: Confirmed, staffing firms should include in their technical proposal an explanation of approach and experience providing legal services that align with those sought in the scope of work.

Question 38: Section IX - Selection Process - D. Basis for Panel Selection and Contract Award / Exhibit A - Scope of Work:

"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."

Please confirm that legal staffing companies may satisfy this requirement by recruiting and presenting appropriately qualified attorneys for BPCA's approval and assignment, rather than independently allocating legal matters among attorneys within a law firm. Will BPCA provide the staffing company with the requirements for a specific matter, allow it to recruit and submit qualified attorneys, and establish a review and approval process, including whether BPCA will interview proposed candidates before approving them for an assignment? Following assignment, please confirm that BPCA will direct the legal work performed by the assigned attorney.

Answer: Please see the response to Question 18.

Question 39: Exhibit A - Scope of Work - Attorney Qualifications and Licensing Requirements: "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."

Please confirm that a legal staffing company's responsibility will be limited to reasonably verifying and documenting an attorney's credentials, licensure, and eligibility for the proposed assignment, while BPCA determines whether the attorney's qualifications are appropriate for the specific legal services and supervises compliance with the professional requirements of those services. Will BPCA permit staffing companies to replace personnel who do not meet the assignment requirements?

Answer: Staffing firms should ensure that candidates meet the requirements for the nature of the work sought. BPCA will oversee day-to-day performance of work. BPCA may permit replacement of unsuccessful candidates at its discretion, but in any event firms are responsible for removing any candidate that BPCA finds unsatisfactory.

Question 40: Exhibit A - Scope of Work:

"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)."

For legal staffing companies, please confirm that the departure of an assigned legal professional will not, by itself, result in termination of the staffing company's agreement and that the staffing company will be permitted to submit a qualified replacement for BPCA's review and approval.

Answer: Confirmed, however BPCA reserves the right to decide whether or not to request a replacement candidate in such case.

Question 41: Exhibit B - Information Required - B. Questions and Information Sought Relating to Legal Services - 1. Practice Areas, Experience and Qualifications / 3. Public Sector Experience:

For each practice area, Firms must provide representative matters performed within the last ten years, including the Firm's role, and identify the Lead Partner, Principal, or other attorney proposed to be primarily responsible for BPCA engagements. Firms must also describe experience representing public sector clients.

Please confirm that legal staffing companies may demonstrate their qualifications through their history of recruiting, employing, and placing attorneys with relevant practice-area experience, including assignments supporting government agencies and other legal departments, rather than through matters in which the staffing company itself provided legal representation. May staffing companies identify proposed attorney qualifications and representative staffing engagements in lieu of a Lead Partner and law firm representation history?

Answer: Yes. Confirmed.

Question 42: Exhibit B - Information Required - B. Questions and Information Sought Relating to Legal Services - 2. Capacity and Staffing:

"Describe the Firm's capacity and capability to provide Legal Services in each practice area proposed, including the number of attorneys and professional staff available to support BPCA."

For legal staffing companies that recruit in response to specific client needs, candidate availability will change over time. Will BPCA accept a description of the staffing company's recruiting capacity, attorney network, and ability to source qualified legal professionals by practice area rather than requiring a fixed number of attorneys who are currently available for future, undefined assignments?

Answer: Yes.

Question 43: Exhibit B - Information Required - B. Questions and Information Sought Relating to Legal Services - 6. Insurance Carrier Panel Approvals:
For firms seeking labor and employment litigation services, the RFQ asks whether the Firm has previously been approved by RSUI Indemnity Company. For firms seeking general litigation services, it asks whether the Firm has previously been approved by RSUI Indemnity Company or Brit Insurance/Underwriters.
Please confirm that this requirement is applicable only to firms seeking to act as outside litigation counsel, and that legal staffing companies may respond "Not Applicable" where they

propose to furnish attorneys working under BPCA's supervision rather than independently representing the Authority or serving as insurance-approved panel counsel.

Answer: Firms may respond not applicable with an explanation as to why they believe this to be the case, however BPCA will analyze each submission on a case-by-case basis and reserves the right to make a final determination as to whether this is applicable given the context.

Question 44: Exhibit B - Questions and Information Sought Relating to Firm's Firm & Eligibility - Questions 9 and 10:

"How does your firm identify and manage conflicts of interest?"

"Are there any potential conflict of interest issues posed by your firm's performance of the Legal Services on behalf of BPCA?"

Please clarify how BPCA expects legal staffing companies to respond to Questions 9 and 10. Because legal staffing companies do not represent clients in the practice of law and generally do not maintain access to the confidential matter histories of attorneys previously engaged through other employers or law firms, comprehensive professional conflicts checks cannot be performed at the staffing company level. Will BPCA accept a process under which the staffing company obtains relevant conflicts disclosures from proposed attorneys, communicates those disclosures to BPCA, and relies on BPCA's supervising counsel to determine whether any professional conflict exists and whether assignment is permissible?

Answer: BPCA will consider whatever process a firm proposes in order to mitigate conflict.

Question 45: Exhibit C - Form of Retainer Agreement - Introductory Paragraph:

"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."

For legal staffing companies, will BPCA revise the Retainer Agreement to provide that the Firm is engaged to furnish qualified legal personnel, rather than independently provide legal counsel or legal representation? Please confirm that BPCA, through its Office of General Counsel or other designated supervising counsel, will retain responsibility for the legal direction, supervision, work product, and professional judgment exercised in connection with assigned matters.

Answer: Firms should propose any exceptions that they have to the form of retainer along with their technical proposal. BPCA will tailor the retainer agreement on a case-by-case basis to fit the nature of the relationship with the awarded firm. BPCA will manage day-to-day supervision of attorneys assigned to work under such agreement, however ultimate responsibility for performance, indemnification and insurance will remain with the firm under retainer.

Question 46: Exhibit C - Form of Retainer Agreement - Section 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."

For legal staffing companies, will BPCA revise Section 2 to distinguish the staffing company's responsibility for recruiting, credential verification, employment administration, and personnel support from BPCA's responsibility for directing and supervising the legal services performed by assigned attorneys? Please confirm that staffing companies will not be required to designate a "Key Partner" or assume responsibility for legal supervision, litigation strategy, professional judgment, or completion of substantive legal matters.
Answer: See responses to Questions 37, 41 and 45.

Question 47: Exhibit C - Form of Retainer Agreement - Sections 2, 12 and 17 / Exhibit A - Scope of Work:

Will BPCA include provisions clarifying that legal staffing companies remain responsible for applicable payroll, tax withholding, workers' compensation, and employment administration obligations, while BPCA is responsible for day-today assignment direction, legal supervision, worksite conditions within its control, and approval of services performed?

Please also confirm that BPCA will provide reasonable cooperation concerning timekeeping, workplace concerns, and any required accommodation or employment-related investigation involving assigned personnel.

Answer: See response to Questions 35 and 45.

Question 48: Exhibit C - Form of Retainer Agreement - Section 3:
"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."

For legal staffing engagements, will BPCA replace the Key Partner termination provision with a process permitting the staffing company to designate a replacement account representative or other key internal contact if the individual initially identified as the Key Partner or equivalent leaves the company, rather than automatically terminating the Agreement?

Answer: Yes.

Question 49: Exhibit C - Form of Retainer Agreement - Section 4:

"The Firm will not represent any party with an interest that may be adverse to that of the Authority."

Will BPCA revise Section 4 for legal staffing companies to recognize that such companies do not independently represent clients, maintain legal engagements, or make professional conflict-of-interest determinations under the Rules of Professional Conduct? Please confirm that staffing companies may instead be required to obtain reasonable conflicts disclosures from proposed attorneys and notify BPCA of any identified concerns, with BPCA retaining responsibility for

the ultimate professional conflicts analysis, any required informed consent, and approval of the attorney's assignment.

Answer: See response to Question 44.

Question 50: Exhibit C - Form of Retainer Agreement - Section 4 - Professional Responsibility Standard:
Section 4 references "DR5-105 of the New York Code of Professional Responsibility" as the standard governing potential conflicts.

Will BPCA update this reference to the applicable New York Rules of Professional Conduct, including Rule 1.7 and any other relevant provisions, and clarify that these professional obligations apply to the individual attorneys and supervising counsel as appropriate rather than imposing law firm professional responsibilities on a non-law-firm staffing company?

Answer: Yes, BPCA will update the language in the retainer agreement prior to any award. However, firms (whether staffing firms or law firms) are expected to ultimately be responsible for the conduct of any attorney assigned work under the agreement.

Question 51: Exhibit C - Form of Retainer Agreement - Section 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."
Will BPCA clarify that, for legal staffing engagements, all legal matter files, privileged communications, and substantive work product will be maintained under BPCA's control, and that assigned attorneys must return such materials in accordance with BPCA's instructions? Please confirm that staffing companies will only be responsible for records actually within their possession or control, including employment and administrative records, subject to applicable retention obligations.

Answer: Staffing companies, similar to law firms, are ultimately responsible for the performance of their placed candidates/assigned attorneys. BPCA will work directly with any placed candidates and may advise on the standards for returning/protecting information, however the ultimate responsibility shall be with the firm.

Question 52: Exhibit C - Form of Retainer Agreement - Confidentiality and Protection of Client Information / Exhibit A - Scope of Work:

Please clarify the respective confidentiality obligations of BPCA, assigned attorneys, and legal staffing companies. Will BPCA confirm that assigned attorneys will be responsible for complying with applicable professional confidentiality obligations and BPCA's information security policies while performing their assignments, with BPCA controlling access to its systems, privileged communications, and legal matter files? Please also confirm that the staffing company's confidentiality obligations will extend to information within its possession or control and that staffing companies will not be responsible for the handling of confidential information by assigned attorneys acting under BPCA's direct supervision, except to the extent resulting

from the staffing company's own negligent acts or omissions or breach of its contractual obligations.

Answer: Confirmed except that firms themselves are expected to retain insurance and indemnify BPCA directly for the actions of their employees and, in the case of staffing firms, placed candidates.

Question 53: Exhibit C - Form of Retainer Agreement - Sections 7 and 8 / Exhibit A - Scope of Work - Final Paragraphs:

"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."

Since legal staffing companies pay temporary employees and approve time on a weekly basis, will BPCA agree to accept invoices on a weekly basis for legal staffing assignments? Will BPCA permit those invoices to be based on approved employee time records, applicable hourly rates, personnel identification, and BPCA-provided assignment or matter codes, without requiring the staffing company to independently certify the substantive legal services performed? Please confirm that BPCA's authorized supervisor will review and approve time worked and that detailed privileged descriptions of legal work will not be required from the staffing company.

Answer: BPCA will pay for services actually provided upon the submission of proper invoices at the rates agreed to in any awarded retainer agreement. BPCA will review all invoices submitted to confirm that the hours billed align with work actually performed.

Question 54: Exhibit C - Form of Retainer Agreement - Section 13 / Exhibit A - Scope of Work:

"The Authority, periodically or upon the completion of an assignment, may review the quality and cost-effectiveness of the Services provided by the Firm."

For legal staffing engagements, please confirm that BPCA will retain the right to evaluate and request the removal or replacement of assigned personnel, while the staffing company's responsibility will be limited to matters within its control, including recruitment, credential verification, employment administration, and personnel performance issues appropriately communicated by BPCA. Will BPCA also establish procedures for documenting authorized assignments, approving time records, and compensating the staffing company for all authorized hours actually worked through the conclusion of an assignment, including where BPCA elects to discontinue an engagement?

Answer: Please see the responses to Question 39 and 53.

Question 55: Exhibit C - Form of Retainer Agreement - Section 16:

"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."

Please confirm that Section 16 will be revised for legal staffing companies, which do not establish an attorneyclient representation relationship with BPCA and whose hourly billings constitute staffing service charges rather than legal fees charged by retained counsel. Will ordinary contractual billing and dispute resolution procedures apply to staffing engagements instead?

Answer: All such requests should be included in the exceptions to the form of retainer and will be considered upon review of proposals.

Question 56: Exhibit C - Form of Retainer Agreement - Section 17 - Indemnification:

"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 ... from and against any and all claims, damages, losses, liabilities, suits, judgments, actions and all expenses ... 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."

Will BPCA revise Section 17 for legal staffing companies to limit their indemnification obligations to the extent claims arise from their own negligent acts or omissions, willful misconduct, or breach of contractual obligations within their control? Please confirm that staffing companies will not be required to indemnify BPCA for its own negligence, legal direction or supervision, litigation strategy, or substantive legal decisions and work product outside the staffing company's control.

Answer: Please see the response to Question 55.

Question 57: Exhibit C - Form of Retainer Agreement - Section 17 - Defense Obligations and Damages:
Will BPCA consider a mutual, proportionate allocation of responsibility based on each party's acts or omissions, with defense obligations limited to claims within the staffing company's contractual responsibility? Will BPCA also consider a reasonable limitation of liability and mutual exclusion of consequential, special, indirect, exemplary, and punitive damages, except to the extent otherwise required by law?

Answer: Please see the response to Question 55.

Question 58: Exhibit C - Retainer Exhibit B - Prompt Payment Policy - Section 9002.2(h) / Section 9002.6(d):

"'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."

"This policy is not applicable to situations where the Authority exercises a legally authorized Set-off against all or part of a payment due a Contractor."

Because invoices are reflective of wages actually paid to employees, it would be a hardship to allow a set-off against undisputed invoices. Therefore, would BPCA agree to remove the set-off clause?

Answer: No, BPCA's Prompt Payment Policy is not open to amendment.

Question 59: Exhibit C - Retainer Exhibit D - Insurance Requirements - Section C:

"Such certificate or certificates shall ... contain ... 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."
Please clarify which insurance policies BPCA expects to remain in force for two years after completion of the Services.

Answer: BPCA would expect firms to maintain at least Professional Liability, Commercial General Liability and Cyber Liability, if applicable, for a period of two years following cancellation.

Question 60: We are currently reviewing the RFQ and noted that firms are permitted to propose exceptions to BPCA's Form of Retainer Agreement. Before proceeding with our response, we wanted to flag that we will require the inclusion of our standard advance conflicts waiver in any resulting agreement. This provision would permit our firm to represent other clients in certain future matters adverse to BPCA, including litigation, subject to applicable ethical requirements. Given that this is a requirement for our participation, we would appreciate confirmation as to whether BPCA would consider accepting this provision before we move forward with preparing our proposal.

Answer: BPCA will consider exceptions to the retainer agreement on a case-by-case basis. All such exceptions must be submitted along with your response to the RFQ.

Exhibit A

2023 Legal Panel –
Practice Areas

Practice Area: Land Use	**Firm Name**	
	Amato Law Group PLLC	
	Applebaum Katz Brodsky PLLC	
	Law Offices Barry D. Lites	
	Bryan Cave Leighton Paisner LLP	
	Carter Ledyard & Milburn LLP	
	Fried, Frank, Harris, Shriver & Jacobson LLP	
	Goulston & Storrs PC	
	Greenberg Traurig, LLP	
	Herrick Feinstein LLP	
	Holland & Knight LLP	
	Kramer Levin Naftalis & Frankel LLP	
	Mintzer Mauch PLLC	
	Orrick Herrington & Sutcliffe LLP	
	Paul, Weiss, Rifkind, Wharton & Garrison LLP	
	Schoeman Updike & Kaufman LLP	
	Sive Paget & Riesel PC	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tully Rinckey Kuhn PLLC	
Practice Area: Construction	**Firm Name**	
	Arent Fox Schiff LLP	
	Bryan Cave Leighton Paisner LLP	
	Goldberg Segalla	
	Goulston & Storrs	
	Greenberg Traurig, LLP	
	Hawkins, Delafield & Wood	
	Herrick Feinstein LLP	
	Hoguet Newman Regal & Kenney LLP	
	Holland & Knight LLP	
	Ice Miller LLP	
	Ingram Yuzek Gainen Carroll & Bertolotti, LLP	
	Nossaman LLP	
	Orrick Herrington & Sutcliffe LLP	
	Schoeman, Updike and Kaufman LLP	
	Sive Paget & Riesel PC	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tiber Hudson LLC	
	Wasserman Grubin & Rogers LLP	
	Wilson Elser Moskowitz Edelman & Dicker LLP	

2023 Legal Panel –
Practice Areas

Practice Area: Labor & Employment	**Firm Name**	
	Arent Fox LLP	
	Ballard Spahr	
	Barclay Damon	
	Bond Schoeneck & King	
	Bryan Cave Leighton Paisner LLP	
	Burgher Gray LLP	
	Carter Ledyard & Milburn LLP	
	Glanstein LLP	
	Goldberg & Segalla	
	Goulston & Storrs	
	Greenberg Traurig, LLP	
	Hoguet Newman Regal & Kenney LLP	
	Law Offices of Peter C. Merani P.C.	
	Lewis Johs	
	MK Manning Kass	
	Orrick Herrington & Sutcliffe LLP	
	Proskauer Rose LLP	
	Shoeman, Updike, and Kaufman LLP	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tully Rinckey PLLC	
	Wilson Elser Moskowitz Edelman & Dicker LLP	
Practice Area: Municipal/Government Entity Representation and General Litigation	**Firm Name**	
	Amato Law Group PLLC	
	Ballard Spahr LLP	
	Barry D. Lites	
	Bond Schoeneck & King	
	Bryan Cave Leighton Paisner LLP	
	Burgher Gray LLP	
	Carter Ledyard & Milburn LLP	
	Fried, Frank, Harris, Shriver & Jacobson LLP	
	Glanstein LLP	
	Goldberg Segalla	
	Goulston & Storrs	
	Greenberg Traurig, LLP	
	Herrick Feinstein LLP	
	Hoguet, Newman, Regal, & Kenney	
	Ice Miller LLP	
	Law Offices of Peter C. Merani P.C.	

	Lewis Johs	
	Mintzer Mauch PLLC	
	MK Manning Kass	
	Orrick Herrington & Sutcliffe LLP	
	Shoeman, Updike, and Kaufman LLP	
	Sive Paget & Riesel PC	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tully Rinckey Kuhn PLLC	
	Wilson Elser Moskowitz Edelman & Dicker LLP	
	Windels Marx Lane & Mittendorf LLP	
Practice Area: Real Estate & Landlord/Tenant	**Firm Name**	
	Amato Law Group PLLC	
	Applebaum Katz Brodsky PLLC	
	Barry D. Lites	
	Bryan Cave Leighton Paisner LLP	
	Burgher Gray LLP	
	Carter Ledyard & Milburn LLP	
	Fried, Frank, Harris, Shriver & Jacobson LLP	
	Goulston & Storrs	
	Greenberg Traurig, LLP	
	Herrick, Feinstein LLP	
	Holland & Knight LLP	
	Ingram Yuzek Gainen Carroll & Bertolotti, LLP	
	Kramer Levin Naftalis & Frankel LLP	
	Mintzer Mauch PLLC	
	Orrick Herrington & Sutcliffe LLP	
	Paul, Weiss, Rifkind, Wharton & Garrison LLP	
	Schoeman Updike Kaufman & Gerber LLP	
	Sive Paget & Riesel PC	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tully Rinckey Kuhn PLLC	
	Windels Marx Lane & Mittendorf LLP	
Practice Area: Environmental	**Firm Name**	
	Amato Law Group PLLC	
	Bond Schoeneck & King	
	Bryan Cave Leighton Paisner LLP	
	Burgher Gray LLP	
	Carter Ledyard & Milburn LLP	
	Fried, Frank, Harris, Shriver & Jacobson LLP	
	Goldberg Segalla	
	Goulston & Storrs	

	Greenberg Traurig, LLP	
	Kramer Levin Naftalis & Frankel LLP	
	Mintzer Mauch PLLC	
	Orrick Herrington & Sutcliffe LLP	
	Sive Paget & Riesel PC	

Practice Area: Public Finance	**Firm Name**	
	Ballard Spahr LLP	
	Barclay Damon, LLP	
	Barry D. Lites	
	Bond Schoeneck & King	
	Burgher Gray LLP	
	D. Seaton & Associates	
	Greenberg Traurig, LLP	
	Hawkins Delafield & Wood LLP	
	Holland & Knight LLP	
	Katten Muchin Rosenman LLP	
	Orrick Herrington & Sutcliffe LLP	
	Pearlman & Miranda LLC	
	Windels Marx Lane & Mittendorf LLP	
Practice Area: General Litigation	**Firm Name**	
	Amato Law Group PLLC	
	Ballard Spahr LLP	
	Bond Schoeneck & King	
	Bryan Cave Leighton Paisner LLP	
	Burgher Gray LLP	
	Carter Ledyard	
	Fried, Frank, Harris, Shriver & Jacobson LLP	
	Goulston & Storrs	
	Greenberg Traurig, LLP	
	Herrick, Feinstein LLP	
	Hoguet, Newman, Regal, & Kenney	
	Ice Miller LLP	
	Law Offices of Peter C. Merani P.C.	
	MK Manning Kass	
	Orrick Herrington & Sutcliffe LLP	
	Shoeman, Updike, and Kaufman LLP	
	Skadden, Arps, Slate, Meagher & Flom LLP	
	Tully Rinckey Kuhn PLLC	

	Windels Marx Lane & Mittendorf LLP	