



## REQUEST FOR QUALIFICATIONS & PROPOSAL FOR

### **BORROWER'S COUNSEL**

HOME PORT ALLIANCE FOR THE USS NEW JERSEY, INC.  
d/b/a Battleship New Jersey  
62 Battleship Place  
Camden, New Jersey 08103

#### **Receipt of Proposals**

All proposals must be received by **Friday, August 18<sup>th</sup>, 2023 at 5:00pm ET**. A pdf version of all proposals shall be submitted to [Marshall.Spevak@gmail.com](mailto:Marshall.Spevak@gmail.com).

#### **Reservations**

The Home Port Alliance (HPA) reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the HPA deems will best serve the interest of the HPA.

Questions regarding this Request for Proposals may be directed to Marshall Spevak, Immediate Past Chair of the Board of Trustees, at [Marshall.Spevak@gmail.com](mailto:Marshall.Spevak@gmail.com).

#### **REQUEST FOR QUALIFICATIONS AND PROPOSALS**

##### **Overview**

The Home Port Alliance for the USS New Jersey. Inc. (HPA) is a private, 501(c)3 non-profit organization and is the organization responsible for the restoration and management of the Battleship New Jersey Museum & Memorial, our country's largest and most decorated Battleship.

The Home Port Alliance is a private non-profit organization governed by a volunteer Board of Trustees. We are a unique blend of history, education, entertainment, and hospitality. While historic preservation and restoration are key missions, exhibition, and tourism are integral to funding our goals. This translates to having both a non-profit museum and a fun-filled family attraction.

### **Necessity of Appointment**

Every 20 years, active and decommissioned naval ships should undergo a dry dock. In dry docking, a ship is removed from the water to enable work to be performed on the exterior part of the ship below the waterline. The Battleship New Jersey is now in its 32<sup>nd</sup> year since her last dry dock. The Battleship will be signing a contract with the Philadelphia Naval Shipyard to drydock, and the ship will be towed across the river to Berth #3, where she was first constructed in the 1940's.

Pursuant to P.L.2023, c.74 (FY24 Appropriations Act), the Battleship New Jersey will receive \$5 million in state funding for the purposes of dry docking the Battleship. Camden County, through a county-backed bond via the Camden County Improvement Authority (CCIA), has preliminary agreed (pending a vote of the Board of the Commissioners) to back a \$3 million bond for the Battleship, repayable by the Battleship over the course of a to be determined term. The CCIA has previously backed a bond for the Battleship in 2014-2015.

**The HPA, as the borrower of funds from the proceeds of a CCIA bond issue, is seeking its own Counsel to represent its interests and work in conjunction.** Counsel will work with Camden County (McCarter & English) and the Camden County Improvement Authority (Parker McCay) on the bond issuance.

### **Appointment of Borrower's Counsel**

Borrower's Bond Counsel shall be appointed by the Board of Directors of HPA by a majority vote of a quorum of its members and shall serve for a term of (1) one year, or until the completion of the bond issuance associated with the Battleship by Camden County and/or the Camden County Improvement Authority. The HPA shall have the option of extending the appointment for an additional one year under the same rates and terms. The applicant must meet and possess all certifications necessary to practice as a Bond Counsel in the State of New Jersey. Bond Counsel shall receive a written contract with the HPA and receive such compensation as agreed upon by the HPA and Bond Counsel.

### **Residence**

Bond Counsel must maintain a fully staffed legal office in the State of New Jersey.

### **Bond Counsel Duties**

The appointed Bond Counsel shall include but are not limited to:

- A. Prepare or supervise the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds;
- B. Assist the issuer or others in various aspects of preparing the official statement, private placement memorandum, or other forms of offering statement, to be disseminated in connection with the sale of bonds;
- C. Obtain from governmental authorities such approvals, rulings permissions, and exemptions as Bond Counsel determines are necessary or appropriate with respect to the issue;

D. Render opinions on related matters such as; i. The applicability of particular provisions of federal and state securities, ii. Eligibility of the bonds for investment by fiduciaries and other regulated investors; iii. Regulated investors, iv. The validity and enforceability of security agreements, indentures and other documents related to the bonds and their securities;

E. Assist in other activities related to the bonds.

**The Applicant/Proposer shall, in response to the HPA's Request for Proposal, at a minimum, include the following information:**

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties" of the position defined in the HPA's Request for Qualifications and Proposal. Qualifications, at a minimum, shall include requirements defined as follows:

A. The full name and business address.

B. Listing of all previous New Jersey Public Sector and non-profit entities served by the Applicant/Proposer as Bond and/or Borrower's Counsel with specific position(s) held in the last (5) five years.

C. Describe the qualifications and experience of your firm to perform the required service; list and describe in detail up to (3) three transactions in which your firm participated as Bond and/or Borrower's Counsel and which representative and their qualifications from your firm to represent HPA; for each transaction, identify the attorney who worked on the transaction.

D. Describe the qualifications and experience of the particular attorneys who are expected to work on HPA matters; indicate the jurisdictions in which these attorneys are admitted to practice law.

E. Dates and licensure in the State of New Jersey and any other State as to the professional discipline requested to serve the needs of the HPA.

F. Note and describe any potential conflicts of interest arising from the representation of the HPA.

G. Proposal cost of the service(s) or activities, including the hourly rate of individuals expected to perform the services or activities.

The proposed cost should include: i. Meetings, ii. Site visits and expenses iii. Expenses for travel, postage, and telephone excluded from the hourly rate, iv. Additional services defined beyond the scope of regular services. Any retainer requirement and a designation as to what such retainer covers.

H. A copy of the Business Registration Certificate.

## **Professional Service Entity Liability Insurance Requirements**

*Any applicant wishing to do business with the HPA shall be required, upon the awarding of a bid, and prior to the signing of a written contract, to provide the following:*

- A. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:
- \$1,000,000 each occurrence;
  - \$1,000,000 personal and advertising injury;
  - \$2,000,000 general aggregate; and
  - \$1,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

1. General aggregate limit;
  2. Liability arising from premises and operations;
  3. Liability arising from the actions of independent contractors;
  4. Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.
- B. Business auto liability insurance with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
1. Liability arising out of the ownership, maintenance or use of any auto;
  2. Auto non-ownership and hired car coverage.
- C. Workers' Compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage; Employers Liability insurance with minimum limits of:
- \$1,000,000 each accident for bodily injury by accident;
  - \$1,000,000 each employee for bodily injury by disease; and
  - \$1,000,000 policy limit for bodily injury by disease.
- D. Professional Liability: Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the HPA with a certificate of insurance evidencing Professional Liability and/or Malpractice Insurance with minimum limits of \$1,000,000 combined single limit.
- E. Umbrella / Excess liability insurance with minimum limits of:
- \$5,000,000 per occurrence;
  - \$5,000,000 aggregate for other than products/completed operations and auto liability; and,
  - \$5,000,000 products/completed operations aggregate.

## **Indemnification**

The selected firm will protect, defend, indemnify and hold harmless the Home Port Alliance from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Home Port Alliance or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

## **Basis for Award of Contract/Agreement for Professional Services**

The HPA shall award all professional service contracts or agreements based on qualification, merit, and criteria set forth within Request for Qualifications and Proposal, and cost competitiveness. *The HPA reserves the right in its sole discretion to reject all bids or to award to the Applicant/Proposer, which the HPA Board of Trustees determines to be most advantageous to the HPA regardless of price.*

Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references pertaining to providing Bond Counsel services.
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Location of Proposer or Proposer's firm that will be supplying the required service.
5. Cost Competitiveness.
6. The HPA reserves the right to conduct an interview or interviews with the prospective Proposer to discuss the scope of the professional services as outlined in the Proposer's qualifications and proposal.
7. All awards will be by formal action of the Home Port Alliance for the USS New Jersey. Inc. Board of Trustees.
8. All awards are subject to the availability of funds.

## **EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this contract, the contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.