

**SEPTEMBER 1, 2021
REQUEST FOR PROPOSALS
SPECIALIZED LEGAL ASSISTANCE**

The Jo-Carroll Depot Local Redevelopment Authority (LRA) was created by Intergovernmental Agreement under Illinois State Statute 30 ILCS 350/3, and thus is an instrumentality of local government and a unit of local government as defined by 2 CFR 200.64 for the purposes of funding through a Section 12.607 Grant.

Request for Proposals

The LRA is soliciting Requests for Proposals (RFPs) from firms that have previous experience with Base Realignment and Closure (BRAC) bases to provide specialized legal assistance.

Background of Savanna Army Depot and the LRA

The Savanna Army Depot Activity (SVDA) site is a 13,062 acre installation located on the eastern bank of the Mississippi River, spanning Carroll and Jo Daviess Counties, and approximately 7 miles north of Savanna, Illinois.

The property was purchased by the U.S. Army in 1917 and was used as a proof and test facility for artillery guns and ammunition. Operations at the installation expanded with the addition of ordnance storage facilities and facilities for loading and renovating shells and bombs. In 1972, ammunition maintenance and supply operations were reduced. The last mission of the installation was to receive, store, issue and demilitarize conventional ammunition and general supplies. In addition, the depot was responsible for manufacturing, procuring, and maintaining ammunition peculiar equipment (APE) and repair parts for worldwide U. S. Department of Defense (DOD) support. It also provided ammunition and explosive quality assurance (QA) for conventional ammunition, guided missiles, large rockets, ammunition components, explosives, and packing material.

The SVDA was designated a National Priorities Listing (NPL) site July 1987.

SVDA was selected for closure as part of the 1995 Base Realignment and Closure (BRAC) and was officially closed March 18, 2000.

An Intergovernmental Agreement between Carroll and Jo Daviess counties established the Jo-Carroll Depot Local Redevelopment Authority (LRA) in 1995. The LRA completed their Reuse Plan and Implementation Strategy in 1997 and submitted the plan as part of a no-cost economic development conveyance (EDC) in 1998, which was rejected. A Supplemental Business Plan and EDC application were submitted in 1999. During this process, the planning LRA transitioned to an implementing LRA. The LRA Board of Directors is comprised of 8 members and since the property spans two counties (Carroll and Jo Daviess), 4 members are appointed by the Carroll County Board Chairman and 4 members are appointed by the Jo Daviess County Chairman.

A Memorandum of Agreement (MOA) between the Army and the LRA for approximately 3,000 acres under a no-cost EDC was finalized in August 2003, resulting in the first transfer of property. The MOA lists the date of final transfer as no later than the end of FY07, subject to completion of the required environmental remediation activities.

The Army still holds approximately 1,900 acres, in various stages of cleanup, which will be transferred to the LRA. The LRA is funded solely by the sale and lease of property and has been forced to divert funds for major infrastructure improvements and redevelopment to simply maintaining property and utilities (water/sewer) along with minimal staffing. The most recent transfer schedule indicates the final transfer date of all remaining property by 2023. A majority of the property in the MOA is either under a lease-purchase agreement with developers or businesses, OR, has already transferred from the LRA by deed based on a business plan that included job creation.

The remaining 10,062 acres are not a part of the MOA between the Army and the LRA and will be transferred from the Army as follows: 9,000 + acres are being transferred to the United States Fish and Wildlife Service (USFWS) for uses consistent with its mission and all 9,000 + acres have been added to the Upper Mississippi River National Wildlife Refuge and identified as the Lost Mound Unit. Stakeholders for the remaining land are the United States Corp of Engineers (COE) and the Illinois Department of Natural Resources (IDNR).

The LRA recently completed an Updated Reuse and Business Plan (2018) as well as a Market Analysis for Barge Feasibility. A recommendation from that plan was to investigate the ability to load and unload barges at the facility.

During this process, the Department of the Army published a Notice of Excess Property for a 132-acre parcel that would provide direct access to the backwaters of the Mississippi River.

Subject to funding, the LRA will proceed forward with a Reuse Plan for the 132-acre parcel.

Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 4:30 pm CST September 15, 2021. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the firm submitting the proposal.

All costs must be itemized to include an explanation of all fees and costs.

The project is subject to federal appropriations. Therefore, the contractor must guarantee that all proposal terms, including cost, will remain firm a minimum of 100 days following the deadline for submitting proposals.

Anticipated review of proposals: September 16, 2021

Anticipated Board Decision on Consultant: September 22, 2021

Anticipated date of start: October 1, 2021

Contract terms and conditions will be negotiated upon selection of the successful bidder for this RFP. All contractual terms and conditions will be subject to review by the LRA legal department and will include scope, budget, schedule, and other necessary items pertaining to the project.

Project Purpose and Description

The Jo-Carroll Depot Local Redevelopment Authority (LRA) is seeking specialized legal services that will assist with the redevelopment of the Savannah Depot Park. The focus of the LRA has been to create

quality employment primarily by leasing and selling property to businesses and industries that create jobs and by supporting the business and marketing efforts of the Savanna Depot Park tenants. Due to environmental concerns and federal agency delays, only 1/3rd of the property has been transferred to the LRA. This adversely impacts the financial viability of the region and makes local redevelopment efforts challenging. Nineteen years have elapsed since the LRA prepared its initial Reuse Plan and market conditions have changed significantly during that timeframe. Revenue has not been realized as originally projected as a result of delayed property transfers. The LRA recently completed an updated Reuse and Business Plan.

As a result of our assessment of the recently completed plan, we have identified a path forward that we believe represents the highest and best use of the property, notwithstanding the hurdles inherent in achieving success. Investigation that leads to a Reuse Plan for the 132 acre parcel is part of the path to success. The legal implications of achieving success in this regard are many and complex.

This plan is predicated upon an assessment of the following attributes, factors, conditions, and requirements essential to satisfaction of the primary objectives of job creation and generation of tax revenue.

Legal support is required for evaluation of all existing leases with or without purchase agreements to evaluate use and access in support of barge operations (warehousing, intermodal transfer mechanism).

The property has locational value due to its adjacency to the Mississippi River and the BNSF rail main line.

Rail and river access represent the best opportunity for development. Review of STB and State Railroad Commission requirements, need for, crafting of enabling legislation is warranted.

River access is essential if the Depot property is to reach full potential.

Negotiation with Army Corps of Engineers for dredging, disposal of dredge spoils, main channel access, potential MEC issues in landfill, wetlands characterization, and mitigation measures are all matters to be refined.

National Environmental Protection Act (NEPA) documentation will be required for Parcel 5. River access and use will require extensive negotiations with U.S. Fish and Wildlife Service (USFWS) (protected species and areas) and conservation interests (open space, natural resource preservation).

Exploration of an exchange program to offset alteration of existing natural resource conditions, Endangered Species Act (ESA) section 11 consultation requirements, and development of a public relations program will be essential elements of any river access program.

A relationship/collaborative effort with the existing Port Authority (funding, leadership, technical support capabilities) merits investigation and development. The Port Authority's statutory powers of bonding, taxation, condemnation could benefit the LRA without need to return to the State legislature for similar powers.

The future role of the two counties with current jurisdictional authority will be explored in conjunction with any merger/ collaborative effort with the Port Authority.

Project Scope

Specialized Legal Assistance

The LRA requires the services of an attorney who has expertise in BRAC issues by providing advice, counsel and consultation. Counsel will be required throughout the duration of the grant period for assistance with BRAC related property transfer and environmental issues and will also provide specialized support and assistance for the following: review of deeds, Land Use Controls (LUCS), UECA, and liability.

Specialize Legal assistance will also work with reuse planning consultants as directed on the following matters:

- Analysis for potential ports development and structure for success
- US Army Corp of Engineers, and additional State and/or Federal agencies: dredging spoils, permitting, natural resource preservation, public outreach program
- Regulatory requirements for code compliance
- Strategy for implementation and moving development forward in support of multi-modal transportation and port operations
- Continued assistance with Transition Planning: Governance and implementation - Identification of relationship/collaboration between existing LRA and Port Authority.
- Assist the LRA in research and negotiations with federal and state regulators: US Army Corps of Engineers, US Fish and Wildlife Services and State Agencies: -dredging, dredge spoils, protected species, natural resource preservation, permitting. Exchange program to offset alteration of existing conditions (Endangered Species Act (ESA) Section 11 consultation requirements, public relations program)
- Evaluation of existing agreement and contracts to evaluate land use and access in support of port operations (warehousing, intermodal transfer)
- Regulatory requirements for code compliance
- National Environmental Policy Act (NEPA) review and assistance
- U.S. Department of Housing and Urban Development – Homeless Assistance Submittal
Economic Development Conveyance vs Public Benefit Conveyance - Subject matter expert for Public Benefit Conveyance (PBC) vs Economic Development Conveyance (EDC)

Deliverables:

- A report reflecting the status of the future role of the two counties in current jurisdictional authority will be explored in conjunction with any merger / collaborative effort with the Port Authority
- A report on the water/sewer successors current contractual obligation to repair/replace the system will be evaluated and opinion's rendered concerning enforceability, timing, and possible compromise
- A report addressing NEPA identified requirements and options available.
- White paper for board member review addressing Economic Development Conveyance vs Public Benefit Conveyance

- A report identifying overall strategy for implementation from the Parcel 5 Reuse Plan and possible need for crafting of enabling legislation, as warranted.
- U.S. Department of Housing and Urban Development – Homeless Assistance Submittal

RFP and Project Timeline

All proposals in response to the RFP are due no later than September 15, 2021

Evaluation of proposals will be conducted from September 16, 2021 through September 21, 2021. If additional information or discussions are needed with any bidders during this window the bidders will be notified.

The selection decision for the winning bidder will be made between September 22, 2021 and October 1, 2021

Upon notification, the contract negotiation with the winning bidder will begin immediately. Contract negotiations will be completed by October 1, 2021

Project Timeline: 18 months

Proposal Instructions

Proposals shall be clearly labeled: Specialized Legal Assistance

To be considered, please include the following:

- Twelve (10) bound copies
- 1 unbound copy
- Digital copy in PDF format

The proposal shall be submitted by U.S. Mail, courier or direct delivery to the address below no later than 4:30 p.m. (CST) September 15, 2021.

Jo-Carroll Depot LRA
Savanna Industrial Park
18901 B Street
Savanna, IL 61074

Proposals must be valid for 100 days after submittal.

Firms must submit a complete and concise response to this RFP and not submit proposals for only portions of the requested services.

Proposals should provide complete details concerning the firm's ability to meet the requirement of this RFP.

The LRA reserves the right to waive informalities and minor irregularities in proposals, to reject any and all proposals, and to select the most responsive proposal that best meets the needs of the LRA.

Proposal Format

The following information must be supplied as part of a complete proposal:

- A narrative overview of the approach the firm will take to accomplish this project.
- A discussion of the work plan proposed by the firm to accomplish each of the tasks described in this RFP. The work plan will be a chronological discussion of the process that the firm considers necessary to accomplish the task as outlined. The discussion should clarify the team member assignments and specialties, individual roles, and anticipated contribution to the overall effort.
- A narrative description of any changes or additions the firm would recommend to the scope of work outlined in this RFP that it believes will strengthen the overall project.
- Clear designation of optional or out-of-scope tasks that are deemed necessary by the firm.
- A list of similar projects completed and/or currently being performed, together with a brief description of the projects, the names of employees and/or subcontractors who worked or are working on the project, and the estimated completion dates of current projects.
- A fee schedule to include all tasks and subtasks that the firm proposes within the work plan. The fee schedule shall depict the level of work effort for each task and subtask in total person hours, as well as lump sum cost for each task and subtask. The project lump sum shall be determined as the sum of the fee for each project task. Each task and subtask cost shall include reimbursable expenses associated with that task. Accommodations may be made to reallocate funds between tasks and subtasks, upon the sole discretion of the LRA, should one portion be more complicated than anticipated while another portion be less complicated than anticipated.
- An hourly rate schedule for each project team member
- A reimbursable expense schedule that depicts allowances, direct costs and mark-up if any. The hourly rate and reimbursable expense schedule will be used to negotiate out of scope tasks, if warranted.

Withdrawal of Proposals

Proposals may be withdrawn, by written (including email) request received from the consultant's signatory authority, by September 21, 2021, 12 Noon CST.

Proposals must be valid for at least 100 days. The consultant agrees to furnish the services as specified to the LRA at the prices and with the warranties/guarantees represented for the period.

Modifications

Any firm may modify their proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communications should not reveal the proposed price but should provide the addition or subtraction of other modification so that the final price or terms will not be known until the sealed proposal is opened.

Acceptance or Rejection of Proposals

The LRA will accept the proposal which, in its estimation, will best serve the interests of the LRA. The LRA reserves the right to accept or reject any or all proposals received as the result of this RFP, to negotiate with all qualified sources, and/or cancel all or part of this RFP at any time. Until such time as a contract is executed with the successful bidder, the LRA may cancel all or any part of the RFP. This RFP does not commit the LRA to pay any costs incurred in the preparation and submission of proposals. Without limiting the generality of the foregoing, any proposal that is late, incomplete, obscure, or irregular may be rejected; any proposal having reassures or corrections in the proposal may be rejected; any proposal accompanied with an insufficient or irregular proposal guarantee may be rejected. Any

evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Interpretations

No oral interpretations shall be made to any proposer as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing and addressed to the LRA. Any and all such interpretations and addenda will be sent to all prospective proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become as much a part of this RFP document as if bound herein.

Nondiscrimination

The successful proposer agrees that in performing the work called for by this proposal and in securing and supplying materials, proposer will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

Insurance Requirements

The successful proposer shall agree to defend, indemnify and hold the LRA harmless from all losses, damages and costs which arise because of the performance of this agreement, to the extent it is caused by the Contractor, its subcontractor or anyone for whose act it may be liable. The obligation to indemnify shall not be limited by the availability of insurance. The firm shall be responsible for any and all injury or damage as result of any services rendered under the terms and conditions of the contract. The firm also agrees to hold the LRA harmless for any negligent act or omission committed by any subcontractor or other person employed by, under the supervision of, the firm under the terms of the contract.

The successful proposer, before signing the contract, shall produce evidence satisfactory to the LRA that it has secured all appropriate insurance for coverage of bodily or personal injury, death and property damage, protecting the proposer and naming the LRA as an additional insured for such claims, and also has secured Worker' Compensation Insurance conforming to the statutory requirements of the State of Illinois. The firm shall also provide General Liability Insurance, covering both itself and sub-consultants, if any, the minimum amount of two million (\$2,000,000) dollars (general aggregate) and one million (\$1,000,000) dollars (each occurrence) for errors, omissions and negligence.

All certificates of insurance evidencing such coverage shall be provided to the LRA for review prior to the execution of the contract. All certificates of insurances shall provide that the LRA will receive a 30-day notice in advance of the cancellation of any policy.

Selection Criteria

Members of the LRA Board of Directors will review submissions, rank the proposals and may hold interviews. LRA is not bound by the lowest cost proposal, but may accept the proposal that is considered the best value for the LRA. LRA will negotiate terms for a contract to complete the tasks with the top ranked proposer. If a satisfactory agreement cannot be reached, negotiations with that firm will be suspended and negotiations opened with a second firm.

Evaluations will be based on criteria outline which may be weighted by LRA in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The criteria used will be:

A. Qualifications

Experience with BRAC closures and redevelopment, references from past and current clients

B. Proposed Scope

Fully meets and effectively communicates assessment of the scope

LRA will consider all the relevant material submitted by each firm, and other relevant material it may otherwise obtain, to determine whether the firm is capable of providing services of the type and scope specific to the RFP.

Contract Type

This project will be funded through a grant from the Office of Economic Adjustment (OEA) of the U.S. Department of Defense (DoD). The LRA will evaluate, select, execute and manage the successful firm's contract. A contract between the LRA and the successful bidder will be subject to the requirements of OEA and the LRA. The award and performance of this contract shall be in accordance with all Federal, State and local laws and regulations as may be applicable.

Procurement Requirement

All procurement for contractual services will be in accordance with applicable State and local laws and regulations, and applicable Federal laws and standards in accordance with the procurement standards outlined in 2 CFR 200, Uniformed Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor selection criteria will be included in any RFP that is issued and cost will be a factor in selection.