



REQUEST FOR PROPOSAL FOR LEGAL SERVICES

#12-082023

Release date: August 2 2023

Response due: August 23, 2023, 4pm Central

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Brian Luallen

Chief Executive Officer

3809 Grand Avenue Dallas, TX 75210

brian.luallen@fairparkfirst.org

I. **GENERAL INFORMATION.**

A. **Purpose.**

This request for proposal (RFP) is to contract for legal services to be provided to Fair Park First.

B. **Who May Respond.**

Attorneys currently licensed to practice law in Texas, or law firms including such attorneys, may respond to this RFP.

C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted no later than 4:00 pm on Aug 23, 2023.
2. **Inquiries.** Inquiries concerning this RFP should be mailed to:

Brian Luallen
Chief Executive Officer
3809 Grand Avenue / Dallas, TX 75210
brian.luallen@fairparkfirst.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by Fair Park First.
4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

It is important that the proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
4:00 pm, Aug 23, 2023
SEALED PROPOSAL For Legal Services

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Proposer to ensure that the proposal is received by FAIR PARK FIRST, by the date, time and in the manner specified above. Late, unsealed proposals will not be considered.

5. **Right to Reject.** Fair Park First reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
 6. **Notification of Award.** It is expected that a decision selecting the successful proposal will be made within four (4) weeks of the closing date. Upon conclusion of final negotiations regarding the successful proposal, all other Proposers will be informed, in writing, of the name of the successful Proposer. It is expected that the contract shall be a three-year contract.
- D. **Description of Entity.** Fair Park First is a non-profit organization created to oversee the management and stewardship of Fair Park, a 277-acre Dallas City Park, and National Historic Landmark. As part of its mission, Fair Park First, through its Board Members and monthly Board meetings, serves as the Manager responsible for preserving and revitalizing Fair Park. Fair Park First accomplishes its key goals through four pillars:
- Activation: Restoring Fair Park's energy and bringing events year-round to the Fairgrounds.
 - Community: Building community by working closely with and giving back to our South Dallas neighbors.
 - Culture: Helping the cultural institutions which have always called Fair Park home flourish
 - History: Upholding the integrity of Fair Park and update as needed to make it a premier destination.
- II. **SCOPE OF SERVICES.** The Proposer shall be readily available to perform the following legal services, as requested by the Chief Executive Officer/Executive Director and/or Board of Directors:
- A: Advise on Fair Park First's rights, obligations, and alternatives regarding its contracts, business plans, and relationships with third parties.
 - B. Review drafts of contracts and leases.
 - C. Advise on legal issues related to agency and tax-exempt organization status.
 - D. Advise on individual labor and employment matters.
 - E. Review personnel, fiscal and other policies, as well as agency bylaws.
 - F. Advise on Human Resources policies and/or procedures.
 - G. Advise on real estate development and municipal bond financing.

- H. Advise on responses to subpoenas, court orders, and requests for information from third parties.
- I. Defend lawsuits, administrative claims, or other legal claims.
- J. Conduct litigation as necessary.
- K. Engage in government affairs work.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, Fair Park First reserves the right to consider proposals emphasizing expertise in subsets of these areas at its discretion.

III. **PROPOSAL CONTENTS.** The Proposer, in its proposal, shall, as a minimum, include the following:

A. **Legal Experience.**

The Proposer should describe its experience related to the areas outlined in the scope of services above. There is a particular interest in the following topic areas: nonprofit and tax-exempt organizations; real estate, including bond financing; government grants and contracts; and general business operations. Additionally, if applicable, provide a description of any experience advising organizations comparable to Fair Park First that offer similar programs and government-funded services.

B. **Organization, Size, Structure, and Areas of Practice.**

The Proposer should describe its organization in terms of the following:

- size
- structure,
- areas of practice
- office location(s)
- small or minority-owned business

Please include a copy of the Equal Opportunity/Affirmative Action Policy, if available.

C. **Attorney Qualifications.**

The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:

1. Professional and education background of each attorney.

2. Overall supervision to be exercised.
3. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.

D. Price.

The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communication. Also include a retainer amount that would be charged to advise Fair Park First on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. Fair Park First reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.

IV. PROPOSAL EVALUATION.

A. Submission of Proposals. All proposals shall include one (1) original and three (3) copies.

B. Evaluation Procedure and Criteria.

Fair Park First's Chief Executive Officer and appropriate staff will review proposals and make recommendations to the Board of Directors for final approval. The Executive Director and/or Board of Directors may request a meeting with some qualified Proposers prior to final selection. Proposals will be reviewed in accordance with the following criteria:

1. Proposed approach to scope of work.
2. Level of experience of the individual(s) identified to work on this matter.
3. The Proposer's experience with similar clients and legal matters.
4. Cost.
5. Interviews, if conducted.

C. Required Format for Proposals.

All proposals must follow the required format. Failure to follow the required format may result in disqualification of a proposal:

1. Page Limit: 12, including cover page
2. Attorney Qualifications section should be attached and is not included in the page limit
3. Page Size: 8 ½ x 11; portrait
4. All pages must be numbered; double-sided printing is acceptable
5. Do not use material in proposals dependent on color distinctions, animated electronics, etc.
6. Do not include attachments other than those requested or required by this RFP.

V. PROPOSAL TIMELINE.

During the period from your organization’s receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of Fair Park First for additional information except in writing directed to Brian Luallen at brian.luallen@fairparkfirst.org.

VI. QUESTIONS.

Questions for the purpose of clarifying the RFP must be submitted in writing by email and must be received no later than **4:00 p.m. on August 16, 2023**. Questions must be emailed to Brian Luallen at brian.luallen@fairparkfirst.org. Questions and responses will be posted as an “Addendum to the RFP for Legal Services” on the Fair Park First website by **4:00 p.m. on August 18, 2023**. Please note that submissions of questions for response do not in any way enhance or guarantee the chances of receiving a contract through this proposal.

VII. GENERAL INFORMATION.

A. Contract Award

Fair Park First reserves the right to award the contract in a manner deemed to be in the best interests of Fair Park First.

B. Stability of Proposed Prices

Any price offerings from Proposers must be valid for a period of 30 days from the due date of the proposals.

C. Amendment or Cancellation of the RFP

Fair Park First reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of Fair Park First.

D. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by Fair Park First. Fair Park First, at its option, may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.

E. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that Fair Park First deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

F. Proposer Demonstration of Proposed Services and/or Products

Proposers must be able to confirm their ability to provide all proposed services.

G. Erroneous Awards

Fair Park First reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer.

Such action shall not constitute a breach of contract on the part of Fair Park First because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.

H. Ownership of Proposals

All proposals shall become the property of Fair Park First and will not be returned.

I. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of Fair Park First unless otherwise stated in the contract.

J. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Proposers with Fair Park First will be disregarded in any proposal evaluation or associated award.

K. Not a Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. Fair Park First will pursue negotiations with the highest scoring proposal. If, for some reason, Fair Park First and the initial Proposer fail to reach consensus on the issues relative to a contract, then Fair Park First may commence contract negotiations with other Proposers. Fair Park First may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract.