



# REQUEST FOR PROPOSAL FOR LEGAL RETAINERSHIP

From May 1, 2023 - March 31, 2027

INQUIRIES AND PROPOSALS SHOULD BE  
DIRECTED TO:

Chalonne Wilson  
Vice President of Operations & Culture  
Nexus Community  
Partners  
2314 University Ave West  
Suite 18  
Saint Paul, MN 55114  
[cwilson@nexuscp.org](mailto:cwilson@nexuscp.org)

**I. GENERAL INFORMATION.**

- A. **Purpose.** This request for proposal (RFP) is to contract for legal retainership in which an attorney will act as legal counsel and advisor to Nexus Community Partners.
- B. **Who May Respond.** Attorneys currently licensed to practice law or law firms may respond to this RFP.

**C. Instructions on Proposal Submission.**

- 1. **Closing Submission Date.** Proposals must be submitted no later than **5:00 pm (CST) on Friday, March 31, 2023.**
- 2. **Inquiries.** Inquiries concerning this RFP should be directed to Chalonne Wilson, VP of Operations & Culture at [cwilson@nexuscp.org](mailto:cwilson@nexuscp.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 the Nexus Community Partners.
- 4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

**Chalonne Wilson, Vice President of Operations & Culture  
Nexus Community Partners  
2314 University Ave West  
Suite 18  
Saint Paul, MN 55114**

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  
**5:00 pm (CST), March 31, 2023**  
SEALED PROPOSAL For Legal Services

It is the responsibility of the Proposer to ensure that the proposal is received by Nexus Community Partners, by the date, time, and in the manner specified above. Proposals that do not adhere to the specifications will not be considered.

- 5. **Right to Reject.** Nexus 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. **Businesses with Diverse Ownership.** Efforts will be made by Nexus to utilize local businesses, Black-, Indigenous-, People of Color (BIPOC-), and women-owned businesses, businesses owned by people with varying (dis)abilities, and businesses owned by people who identify as LGBTQ.
  7. **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 4-year contract.
- D. **Description of Entity.** Nexus Community Partners is a 501(c)3 nonprofit and community-building intermediary whose mission is to “build more engaged and powerful communities of color” by supporting community wealth-building initiatives and fostering social and human capital. Nexus addresses the deep isolation within communities of color and Indigenous communities caused by personal, institutional, and structural racism by promoting an equity-centered engagement model; supporting the development of leaders; democratizing wealth; and by reclaiming culture as an asset.

### **History**

Nexus began as Payne-Lake Community Partners in 2004, a community development initiative dedicated to connecting immigrants and people of color to the economic and political mainstream. Through an evolving array of initiatives, Nexus supported social entrepreneurs, small businesses, and other nonprofits, increased homeownership among immigrants, and provided financial literacy to ensure the success of all our partners.

Working hand-in-hand with dedicated individuals and organizations, we measurably accelerated investment and revitalization along two aging commercial corridors within local geographies. Then, in 2010, we expanded the model to provide early-stage funding and technical assistance to launch culturally-based economic development organizations that continue to lead wealth-building in their communities to this day.

Early on in Nexus’ work, we and our partners felt the limitations of funding models focused on “connecting” people to the mainstream, as if the disconnect was an individual choice or personal fault, and not the result of racist and exclusionary policies and practices embedded in mainstream culture. While individual support is important, we agreed that without aligning funders around holistic, community-defined strategies, impact is temporary and the systems that perpetuate inequalities remain. To address this, Nexus began a multi-pronged approach to shift the way philanthropy and government agencies engaged with and supported community.

In 2008, in partnership with six culturally based organizations, we launched the initiative, Building the Field of Community Engagement, to demonstrate the impact of strategies that put community at the center. Building the Field initiative has since evolved into the Nexus Community Engagement Institute, which today has trained 1,300+ people from all over the country in these best practices.

Throughout the decade following the Great Recession of 2008, we began exploring the need for more fundamental economic systems change with partners, including site visits to projects throughout the country that had turned to cooperatives as a method for scaling equitable wealth-building efforts. As we delved into the strong cooperative movement in Minnesota, we discovered that only a few of our state's cooperatives were BIPOC-led or BIPOC-focused, and none recognized culture as a resource for BIPOC economic progress. Equally important, we found no recognition of the long history of BIPOC, and specifically Black, systems of collective care and cooperative economics that have existed in the U.S. We also recognized that – with 2/3 of privately held businesses owned by retiring baby boomers – we were facing a major shift in demographics that created a timely opportunity to advance worker ownership. Through a process of deep community engagement and research, we developed a multi-faceted approach to community wealth building that allows us to support BIPOC communities while promoting a more just economy for all working people.

### **Principles**

We have distilled our nearly two decades' worth of learning into interconnected principles that we believe are key to supporting strong, equitable, and just communities.

*Authorship:* Engaging Community. All community members are engaged in and have authorship of their lives and their future. Nexus' Community Engagement Institute, the first of its kind, is building an infrastructure for stronger community engagement learning and practice for individuals, organizations, and institutions across the country.

*Leadership:* Cultivating Community Power. All community members are seen as leaders, are given opportunities to grow, and can represent their communities in decision-making. Our Boards and Commission Leadership Institute trains and places people of color onto publicly appointed boards and commissions. To date, Nexus has graduated 84 fellows with more than 60% serving on an appointed board or commission or at a high-level policy position in government, including Representative Ilhan Omar, the first Somali American elected official in the country.

*Ownership:* Building Community Wealth. All community members have multiple access points to generate wealth and to own the wealth they create. With particular emphasis on building a movement for Black wealth through the North Star Black Cooperatives Fellowship program and on worker cooperatives through our Shared Ownership Center, we are challenging

community leaders and investors to build wealth in ways that are culturally relevant and economically just.

*Stewardship.* Stewarding Resources to Community. All community members have a right to the resources that have been hoarded by institutions at their expense. Through grantmaking and offering fiscal sponsorships, we usher resources from foundations to individuals and community-based organizations that center their work around the communities they are a part of. In this role Nexus often serves as a first-time funder for smaller, culturally based, BIPOC-led organizations and as a launch pad for community leaders aiming to establish funding for their work in communities.

### **Values**

How we live these principles in our work is central to attaining them in the world. Thus, we also created a set of guiding values.

*Learning.* We lead with questions, not answers. This allows us to remain open to innovation and transformation.

*Culture.* We work to dismantle white supremacy in all its forms. We honor cultural traditions as the source of resilience and healing, and the path to liberation.

*Relationships.* The work is bigger than any one of us and therefore requires many of us to work together. Liberation is grounded in authentic relationships.

*Reflection.* We must leave space for reflection to remain relevant and accountable to our communities.

With several major initiatives underway, Nexus is entering the deepest and broadest period of expansion in its nearly twenty-year history. Our operating budget has expanded from \$5 to \$12 million. We have contracts with government and private foundations to provide \$50 million in grants to individuals in Minnesota, South Dakota, and North Dakota and \$2 million in loans and grants to cooperative businesses in St. Paul. We expect to expand the geographic reach of our grant-making and other programs in the coming years. Internally, Nexus is committed to building inclusive, cooperative practices for decision-making and providing staff at all levels of the organization the opportunity to participate in the development of Nexus's policies and practices.

- II. SCOPE OF SERVICES.** The Proposer shall be readily available to perform the following legal services, as requested by the Nexus Staff and/or Board of Directors:
- A. Review and advise on drafts of contracts and leases.
  - B. Advise on legal issues related to the organization's tax-exempt status.
  - C. Advise on legal issues related to the organization's grantmaking activities, fiscal

sponsorships, loan programs, cooperative business development activities, and other programmatic activities.

- D. Advise on the development of subsidiaries of Nexus.
- E. Periodically review and advise on Human Resources, personnel, fiscal, and other policies and procedures, as well as the organization's bylaws.
- F. Advise on individual labor and employment matters.
- G. Advise, provide counsel on, and respond to subpoenas, court orders, and requests for information from third parties.
- H. Defend lawsuits, administrative claims, or other legal claims.
- I. Conduct litigation as necessary.

*Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, Nexus will consider proposals emphasizing expertise in subsets of these areas.*

**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; grantmaking to individuals and institutions; fiscal sponsorships; government grants and contracts; cooperative business law, and general business operations. Additionally, if applicable, provide a description of any experience advising organizations comparable to Nexus that offer similar programmatic activities.
- B. **Community Experience.** The Proposer should describe their experience working with community-centered and/or BIPOC-led organizations, especially those whose missions and activities focus on social justice and equitable outcomes in BIPOC communities.
- C. **Principles & Values.** The Proposer should articulate the values by which they approach their work and engage their clients. More specifically, there is interest in understanding how the Proposer partners with clients and how they will foster a reciprocal relationship with Nexus that honors our principles and values.
- B. **Organization, Size, Structure, and Areas of Practice.** The Proposer should describe its organization in terms of the following:
  - Size & Structure
  - Demographic Makeup
  - Areas of Practice
  - Office Location(s)
- 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 educational background of each attorney.
2. Locales where attorneys are licensed to practice.
3. Overall supervision to be exercised.
4. Prior experience of the individual attorneys with respect to the required experience listed above.
5. Other experience the Proposer deems relevant to Nexus

Include resumes only of attorneys likely to be assigned to the representation. Education, position in the firm, years and types (e.g. training, lived, work, etc.) of experience, and continuing professional education will be considered.

- D. **Price.** The Proposer's proposed price should include a retainer amount that would be charged to advise Nexus on routine matters that could be handled over video, telephone, or otherwise without extensive research or other legal work. The proposer should also include information on any additional billing rates for general counsel or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, and electronic communication. Nexus reserves the right to negotiate with the Proposer on the structure of the retainer fee and/or billing fee.

#### IV. PROPOSAL EVALUATION.

- A. **Submission of Proposals.** All proposals shall include one (1) original, four (4) copies, and (1) single-file PDF sent electronically to [cwilson@nexuscp.org](mailto:cwilson@nexuscp.org).
- B. **Evaluation Procedure and Criteria.** Nexus' Executive Director, Vice President of Operations, and other appropriate staff/board members will review proposals and identify qualified Proposers for an interview 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. The Proposer's values and approach to developing & engaging in relationships with their clients.
  5. Availability to commence immediately after finalization of the contract.
  6. Cost.
  7. Interviews.
- 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: None; include a cover page
2. Attorney Qualifications section should be attached
3. Page Size: 8 ½ x 11; portrait
4. Font Size: 12
5. Font Type: Times New Roman or Calibri (body)
6. Margins: 1” minimum on the top, bottom, and sides of all pages
7. All pages must be numbered; double-sided printing is acceptable
8. Do not place proposals in binders. Metal clips, comb-binding, and spiral binding may be used to bind pages together.
9. Include any additional attachments as appendices at the end of the proposal.

#### V. PROPOSAL TIMELINE.

During the period from you or your organization’s receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of Nexus for additional information except in writing directed to Chalonne Wilson at [cwilson@nexuscp.org](mailto:cwilson@nexuscp.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 Wednesday, March 15, 2023**. Questions must be emailed to Chalonne Wilson at [cwilson@nexuscp.org](mailto:cwilson@nexuscp.org). A link to the questions and their responses will be posted on Nexus’ website in the location of the RFP by Wednesday, March 22, 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

Nexus reserves the right to award the contract in a manner deemed to be in the best interests of Nexus.

##### B. Stability of Proposed Prices

Any price offerings from Proposers must be valid for a period of 60 days from the due date of the proposals.

##### C. Amendment or Cancellation of the RFP

Nexus 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 Nexus.



**D. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal's due date unless such modification is specifically requested by Nexus. Nexus, 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 Nexus 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**

Nexus 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 Nexus 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 Nexus and will not be returned.

**I. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded because of this RFP shall be the sole property of Nexus unless otherwise stated in the contract.

**J. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Proposers with Nexus 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. Nexus will pursue negotiations with the proposal that aligns best with our principles, values, mission, and legal needs. If for some reason Nexus and the initial Proposer fail to reach a consensus on the issues relative to a contract, then Nexus may commence contract negotiations with other Proposers. Nexus may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract before initiating any work with

Nexus.

**L. Subcontractors**

It is important for Nexus to work with entities and individuals that align with our mission, vision, and values. As such, Nexus must approve all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of Nexus and that the Nexus Executive Director or a designee may communicate directly with any subcontractor as Nexus deems necessary or appropriate.

It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). The successful Proposer must provide most of the services described in the specifications.