

PHA Request for Proposal (RFP) – General Legal Counsel

The Princeton Housing Authority (PHA) is seeking proposals from qualified law firms for general legal services related to all operations and programs of the PHA for a period of one year. The proposal is being solicited through a fair and open process in accordance with the N.J.S.A. 19:44A-20.4 et seq.

Copies of documents setting forth the scope of service, contract terms and conditions, bid submission requirements and criteria for evaluation of bids on the above cited professional services may be obtained from the PHA by contacting the Deputy Director, Peggy Brookes, via email: pbrookes@princetonhousing.org with an email subject line of: **“Request for General Legal Services – RFP”** or by visiting the office at 179 Spruce Circle, Princeton, NJ 08540 Monday thru Friday between the hours of 9:00 AM and 4:00 PM.

Proposals will be accepted up to 5:00 PM EST on Friday, December 12, 2025.

Peggy Brookes
Deputy Director

These **Instructions to Proposers** consist of nine parts:

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PHA RFP: General Legal Counsel

Section 1.0 Scope of Services

The Princeton Housing Authority will accept proposals from qualified attorneys licensed to practice law in the state of New Jersey, for the provision of the following General Legal Services, to be performed over a time period of one year.

The General Legal Services contractor to the PHA possesses the following:

1. A broad and practical knowledge of New Jersey Contract Law and procedures regarding civil litigation and experience regarding the application of same.
2. Strong analytical, interpretive, and oral written communications skills.
3. Skills, capabilities, and legal work experience of a level that would assure completion of the scope of work in a timely and satisfactory manner.
4. If required, necessary licenses, registration and/or certificates.
5. Certification that the firm/individual is not debarred.

Section 2.0 About the PHA

The PHA is a public body organized and operating according to the laws of the State of New Jersey to own and operate rental-assisted housing. The PHA operates five (5) affordable developments located within Princeton, New Jersey.

The PHA employs 7 full-time and 2 part-time staff with an annual operating budget of approximately \$2 million dollars. All staff and management serve under the direction of an Interim Executive Director who is hired by the Board of Commissioners to run the housing authority's operations. The seven-member Board of Commissioners meets eleven times per year to hold their regular meetings. Special meeting(s) are called on an as needed basis.

Section 3.0 Evaluation Criteria

Proposals will be evaluated according to the following weighted evaluation criteria:

Criterion #1:

Degree to which respondent meets the qualifications and experience requirements listed in the Scope of Service.

(Assign weight of 0% to 80%)

Criterion #2:

Acceptability of proposed hourly and annual billing rates.

(Assign weight of 0% to 20%)

TOTAL SCORE

Section 4.0 Proposed Contracts

Form of Contract

AGREEMENT FOR GENERAL LEGAL SERVICES

(This is a proposed contract and does not need to be executed at this time, or returned with the proposals)

THIS AGREEMENT, made this _____ day of _____ in the year 2026, by
and between _____, hereinafter called the
“Contractor”, and the Princeton Housing Authority, hereinafter called the “PHA”.

WITNESSETH:

The PHA has issued a Request for Proposal (RFP) for General Legal Services, and the Contractor has responded with a proposal dated _____, 2025, in response to the RFP that was issued on November 12, 2025. The RFP and the Contractor’s proposal are attached to and made a part of this agreement.

The PHA has evaluated the Contractor’s proposal and all other proposals submitted in response to the RFP and have found that the Contractor’s proposal best meets the needs of the PHA and the conditions of the RFP.

The PHA and the Contractor desire to enter into an agreement for the services specified in the RFP and Contractor’s proposal.

NOW, THEREFORE, THE PHA AND THE CONTRACTOR AGREE AS FOLLOWS:

ARTICLE I

The Contractor shall provide the services to the PHA as specified in the RFP and the proposal in accordance with this agreement. The terms of this contract shall
commence on _____ and shall terminate on
_____.

ARTICLE II

The PHA shall pay the Contractor a sum not to exceed \$ _____ for services rendered by the contractor and accepted by the PHA inclusive of all costs and expenses.

ARTICLE III

The Contractor may bill the PHA for payment at the rate of \$ _____ per hour for work actually performed subject to the not-to-exceed amount above.

ARTICLE IV

The PHA shall provide all necessary information regarding its requirements to the Contractor as expeditiously as necessary for the orderly and timely progress of the work.

ARTICLE V

The PHA shall designate the representative authorized to act on its behalf with respect to the work.

ARTICLE VI

The PHA shall furnish legal and accounting services, as necessary, for the completion of the work.

ARTICLE VII

The Contractor shall be entitled to rely upon the accuracy and completeness of information furnished by the PHA.

ARTICLE VIII

This contract may be terminated at any time without cause by the PHA or the contractor by giving ten (10) days written notice to the other party to the contract.

ARTICLE IX

The Contractor is an independent contractor and is not eligible for employee benefits. The Contractor is not an employee of the PHA.

ARTICLE X

The payment schedule for this contract will be on a monthly-billed basis (from the Contractor to the PHA), as services are provided by the Contractor to the PHA and payment will be made by the PHA within thirty (30) days of receipt of the invoice for services.

IN WITNESS WHEREOF, the PHA and the Contractor have executed this agreement the date and the year first written above.

CONTRACTOR:

Contractor Name and Title

Contractor's Signature

PHA:

Chairperson Name

Chairperson's Signature

Section 5.0 Proposal Format

The proposal should contain the following:

1. A letter of intent/interest.
2. A response to each of the two (2) evaluation criteria in the order in which they appear in these instructions. **DO NOT MERELY SUBMIT A RESUME.** Limit your response to one typed page per criterion.
3. A fee proposal in an hourly amount and an annual not-to-exceed amount.
4. A schedule of hourly rates must be provided for all categories of staff who will be assigned to perform the above services, if a contract is awarded; and other charges, if any, must be specified.
5. A signed copy of the **Certifications and Representations of Offerors**. (See [Section 7.0](#))
6. A signed copy of the **Proposer's Certification** (see [Section 8.0](#)) on the proposer's letterhead.
7. A copy of the Business Registration Certificate issued by the State of New Jersey should be included with your proposal. If the proposer is a partnership, all companies (or individuals) involved in the partnership should provide certificate(s).
8. Contracts with an anticipated value over \$17,500.00 dollars (in the annual aggregate) must be awarded pursuant to the fair and open award process as required by a fair and open award process as required by the New Jersey Pay-To-Play law (N.J.S.A. 19:44 A-20. Et seq.).
9. The Affirmative Action language required by P.L. 1975, C 127 (N.J.A.C 17:27), which language is incorporated herein by reference.

Proposers should submit the proposal to Peggy Brookes, via email pbrookes@princetonhousing.org with an email subject line of **“Response to General Legal Services RFP”** no later than 5:00 PM on Friday, December 12, 2025.

All costs in connection with the preparation and submission of the proposal shall be paid by the proposer.

It is the intention of the PHA to make this RFP, the proposal response, and written correspondence part of the contract.

The PHA reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of the RFP. The PHA reserves the right to accept or reject proposals received and may negotiate with proposers regarding the terms of their proposals or parts thereof.

Section 6.0 Instructions to Offerors

Completion and/or submission of the following items is mandatory:

<u>Item</u>	<u>Read, Initialed and Submitted</u>
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Email Submission of response to epeterson@princetonhousing.org	_____
Support for Qualifications	_____
Support for Evaluation Factors	_____
Acknowledgement of Addenda	_____
Fee Proposal	_____
Certification of Non-Debarment	_____
Non-Collusion Affidavit	_____
Statement of Ownership	_____
Affirmative Action Compliance Notice	_____
HUD-5369	_____
Disclosure of Investment Activities in Russia-Belarus & Iran	_____
New Jersey Business Registration Certificate of Insurance	_____
Declaration Page of Professional Liability Insurance	_____

The undersigned hereby acknowledges that they have completed and/or submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the PHA may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company

Name of Respondent's Agent

Title of Respondent's Agent

Signature of Respondent's Agent

Date

**CERTIFICATION OF NON-DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION**

I, _____ (name of affiant), residing in
_____ (name of municipality) in the County of
_____ and State of _____

of full age, being duly sworn according to law on my oath depose and say that

_____ (name of firm) and/or its principals
have never, at any time, been suspended, debarred, declared ineligible, or voluntarily
excluded by the Department of Housing and Urban Development, the Department
of Justice, the General Services Administration, the Internal Revenue Service, or any
other federal agency or the Federal Government, and/or the New Jersey Department
of Labor or any other state agency or the State of New Jersey.

Signature of Respondent's Agent

Subscribed and sworn to before me

this _____ day of _____, 2025.

Notary Public of _____ County, NJ.

My commission expires _____.

Signature of Notary Public

Section 7.0 Certifications and Representations of Offerers

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Princeton Housing Authority ("PHA") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "act") (42 U.S.C 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the agreement or otherwise at law.

Section 8.0 Proposer's Certification

The following certification should be signed, dated, and submitted on the firm's letterhead with the proposer's completed proposal for this RFP:

I certify to the best of my belief and knowledge that neither I nor the firm I represent has been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or State Government from doing business with such Department or Agency.

Signature

Date

Section 9.0 Statement of Ownership

Name of Business: _____

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

% of Ownership: _____ % of Ownership: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

% of Ownership: _____ % of Ownership: _____

Signature of Respondent's Agent

Subscribed and sworn to before me

this _____ day of _____, 2025.

Notary Public of _____ County, NJ.

My commission expires _____.

Signature of Notary Public