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# **SALEM HOUSING AUTHORITY'S**

## **REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

October 10, 2025

## **SALEM HOUSING AUTHORITY REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

The Salem Housing Authority (SHA) is requesting Proposals for legal services in accordance with the documents prepared by the Salem Housing Authority. These legal services will include, but are not limited to, matters dealing with federal and state public housing laws, rules, regulations, administrative matters, collective bargaining/employment laws and procedures, advisory opinions, and grievance procedures. These services will be required on as-needed basis. The SHA will not provide a retainer fee but will reimburse the Attorney for time spent on cases and work assigned at an hourly rate on a month basis.

The RFP may be obtained by downloading the package from the SHA's website under bidding opportunities at <https://salemha.org/bid-opportunities/>.

Proposals must be submitted in digital pdf form to [dtucker@salemha.org](mailto:dtucker@salemha.org) and received no later than 10:00 a.m. on Tuesday, October 28, 2025 and must comply with the requirements of the RFP as set forth herein. Do not submit hard copies.

The SHA anticipates entering into a one (1) year contract for such services with two options to renew at the SHA's sole discretion, at one-year intervals. The total contract duration and total contract amount, including options to renew shall not exceed three (3) years, unless at the end of the contract term the SHA determines that a time extension is necessary to fulfill the SHA's obligations and requirements.

## **INTRODUCTION**

The Salem Housing Authority (SHA) is soliciting proposals for legal counsel on an as-needed basis to provide a wide range of legal services with the main focus on day-to-day program administration and tenancy matters. These legal services will include, but are not limited to, matters dealing with federal and state public housing laws, rules, regulations, and other administrative matters.

The SHA owns and operates 626 state conventional rental housing units, 39 federal conventional rental housing units, approximately 1165 Housing Choice Vouchers, and 50 MRVP/AHVP/DMH rental vouchers. We currently employ 8 maintenance workers who are currently under a collective bargaining agreement and 27 administrative staff.

**I SCOPE OF SERVICES.** Legal Counsel will provide a wide range of legal services in connection with the SHA's public housing portfolio and rental voucher programs on an as-needed basis, which include, but are not limited to the following:

1. Attend SHA Board of Commissioners Meetings when requested to provide legal advice and to be available for consultation with SHA staff and Commissioners acting in their official capacity.
2. Review the legality of all contracts to which the SHA is a party and advise on disputes arising under such contracts.
3. Prepare contracts and other legal documents as required during the course of SHA business.
4. Guide and assist staff with tenant eviction procedures and legal matters pertaining to tenancy.
5. Attend conferences and/or hearings regarding SHA business with the City of Salem, EOHLC and HUD or its representatives upon invitation, and with other public or private agencies.
6. Advise and assist with the implementation of policies to ensure that they comply with state and federal requirements.
7. Serve as liaison with recognized tenant groups or their legal representatives or agents, when directed to do so by the SHA.
8. Respond in a good-faith manner to tenant inquiries of a legal nature.
9. Provide advice regarding and represent the SHA in actions by or against the SHA before a Court, EOHLC and HUD Appeals Body, Massachusetts Commission Against Discrimination (MCAD), or other public agency.
10. Render other legal services normally required in the conduct of SHA business.
11. Supervise and provide guidance to staff on eviction procedures, and when warranted prosecute evictions.

12. Assist in the enforcement of SHA rules and regulations, if any, with letters, calls or other appropriate action; Representation of the SHA in all matters pertaining to labor relations and employment law including negotiating union contracts and union arbitration.
13. Perform legal services in connection with land acquisition for new public housing developments or project improvements, including searching titles and preparing deeds, securing exceptions and/or variances from zoning and building ordinances, applying for zoning alternatives, and conducting eminent domain proceedings where necessary.

## II SUBMISSION INSTRUCTIONS.

Questions concerning the RFP must be submitted to [dtucker@salemha.org](mailto:dtucker@salemha.org) before 10:00 a.m. on Wednesday, October 22, 2025

Any addenda issued with regard to this RFP for Legal Services will be posted to the Salem Housing Authority's website under bidding opportunities at <https://salemha.org/bid-opportunities/>.

Proposals must be submitted in digital pdf form to [dtucker@salemha.org](mailto:dtucker@salemha.org) and received no later than 10:00 a.m. on Tuesday, October 28, 2025 and must comply with the requirements of the RFP as set forth herein. Do not submit hard copies. The SHA will not accept, or review proposals received after the designated submission deadline. The SHA reserves the right to extend the time for receipt of proposals. Any modification or withdrawal shall be made in writing and received by the SHA prior to the time and date that the proposal is due. The proposal must be made as 2 separate submissions: price and non-price (or technical) proposals.

## III PROPOSAL SUBMISSION REQUIREMENTS. The proposal must include the items listed below:

- A. **Letter of Interest.** A cover letter introducing the firm and expressing interest in providing services to the Authority.
- B. **Firm Information.** Provide the date the company was started and the number of consecutive years the proposer has been providing legal services. Proposer shall also provide the name and address of all housing authorities and municipalities to which the proposer is providing legal services in the Commonwealth of Massachusetts and any significant municipal or public housing authority clients located elsewhere.
- C. **Service Approach.** Describe in detail how your firm will service our account and its legal expertise and ability to provide services in the following areas:
  - (a) Public housing authority or other public housing agency/entity issues.
  - (b) State and Federal regulations relating to public housing.
  - (c) State and/or Federal court appearances.
  - (d) Collective Bargaining and Employment Law



- Describe your firm's ability to respond to time sensitive matters as requested by the SHA, such as emergency court actions or other emergency legal matters.
- Provide the names and resumes of any key personnel that will be working directly with the SHA and their area of expertise.

**D. Licenses.** Please submit your license to practice law in the Commonwealth of Massachusetts.

**E. Certificate of Insurance.** Submit a current Certificate with the coverage identified below:

General Liability	\$1,000,000 Each Occurrence
	\$ 10,000 Med Expenses
	\$1,000,000 Personal & Adv Injury
	\$2,000,000 General Aggregate
	\$1,000,000 Products-Comp/OP AGG
Workers Comp/ Employers' Liability -	\$1,000,000

**IV. EVALUATION PROCESS FOR AWARD** - The SHA Procurement Review Committee shall review proposals based on the evaluation criteria contained in the RFP and will be rated using numerical rated categories. The proposal which is the most advantageous in serving the needs and interests of the SHA, with price and all evaluation factors considered will be recommended to the SHA's Board of Directors by the SHA Procurement Committee for contract award.

**A. EVALUATION CRITERIA**

**1. Public housing experience with state and federal laws, regulations, and litigation in state and/or federal courts.**

Demonstrate professional qualifications, education, and experience. Must have a minimum of five (5) years' experience in representing state and federal public housing authorities, voucher programs, public housing operations, including but not limited to operating subsidy management, relocation, tenant grievances, including litigation in both state and federal courts. Must provide references for same. *(40 points)*

**2. Collective bargaining laws and procedures, labor negotiations, grievance and disciplinary hearings, and all labor/employment issues.**

Demonstrated professional qualifications, education, and experience. Must have a minimum of five (5) years' experience in collective bargaining laws and procedures, labor negotiations, grievance and disciplinary hearings, and all labor/employment issues. Must provide references for same. *(40 points)*

### **3. Capacity of meeting SHA's needs.**

Demonstrated firms staff capacity and ability to respond promptly to SHA needs relating to emergency court actions or other emergency legal matters and provides a high quality of representation. Must provide references for same. *(20 points)*

#### **B. FEE PROPOSAL**

While the fee proposal has no numerical weight, it is criterion in the overall evaluation of RFP responses and must be considered reasonable. This rate shall be fixed throughout the duration of the contract. The SHA will not provide a retainer fee but will reimburse the Attorney for time spent on cases and work assigned at an hourly rate not to exceed your submitted price proposal.

## **V CONTRACT AWARD AND TERMS**

#### **A. CONTRACT AWARD**

Contract award shall be made to the proposer whose proposal is most advantageous to the SHA, taking into consideration experience, staff capacity, references, and plan for providing the services, as well as the price. The SHA will award the contract by written notice to the selected proposer (the "Contractor") no later than forty-five (45) days after the date designated for receipt of proposals; the parties may extend the time for acceptance by mutual agreement.

#### **B. ACCEPTANCE OF RFP AND CONTRACT TERMS**

Proposer's response to the RFP shall constitute acceptance by the proposer of the terms and conditions of the RFP. In the event the proposer's proposal is accepted for contract award, the proposer agrees to enter into a contract with the SHA in a form substantially similar to the contract form appended hereto as Appendix B.

#### **C. SHA OPTIONS**

The SHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination further reserves the right to waive any minor informalities in any proposals received, if it be in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made at the sole and absolute discretion of the SHA.

A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the proposer in writing and is received prior to the date and time designated in the RFP for receipt of proposals. After such date and time, the proposer may not change the proposal fee or any other provision of its proposal in a manner prejudicial to the interests of the SHA and/or fair competition.

The SHA shall waive any informalities or allow the proposer to correct them. If a mistake and the intended fee proposal are evident on the face of the proposal, the SHA shall correct the mistake to reflect the intended correct fee proposal and shall notify the proposer in writing, and the proposer may not withdraw its proposal. A proposer may withdraw its proposal if a mistake is evident on the face of the proposal, but the intended fee proposal is not similarly evident.

#### **D. EXPENSE OF RFP SUBMISSION**

All expenses incurred in the preparation and submission to the SHA's in response to this RFP shall be borne by the proposer.

#### **E. PAYMENT TERMS**

Contractor will be required to submit detailed invoices on a monthly basis. The invoices will include a breakdown of all services provided.

**VI SUBMISSION OF FORMS** - Proposer must submit the following forms and documents with proposal submission, or your proposal will be deemed non-responsive and rejected.

- 1) Letter of Interest and firms' information addressing the evaluation criteria.
- 2) Fee Proposal Form (*Form Provided Attachment A*).
- 3) Non-Collusive Affidavit (*Form Provided Attachment B*).
- 4) Debarment Certification (*Form Provided Attachment C*.)
- 5) REAP Certification; (*Form Provided. Attachment D*).
- 6) Instruction to Offers – (HUD 5369-B (*Informational*))
- 7) General Contract Conditions (HUD Form 5370-C (*Informational*))
- 8) Sample Contract of Engagement (*Exhibit A*)

### **ATTACHMENTS**

1. Fee Schedule – Attachment A
2. Form of Non-Collusive Affidavit – Attachment B
3. Debarment Certification -Attachment C
4. REAP Certification – Attachment D
5. Instruction to Offers – (HUD 5369-B (*Informational*))
6. General Contract Conditions (HUD Form 5370-C (*Informational*))
7. Sample Contract of Engagement (Exhibit A)

**PROPOSED FEE SCHEDULE****A. BASE CONTRACT**

The undersigned proposes to furnish Legal Services on matters dealing with federal and state public housing laws, rules and regulations, administrative matters, advisory opinions, grievances and collective bargaining procedures at the following hourly rates for the initial one-year contract period of 2025 to 2026:

**Hourly rate for services rendered out of Court;** \$ \_\_\_\_\_

**Hourly rate for services rendered in Court;** \$ \_\_\_\_\_

**Hourly rate for Negotiating Collective Bargaining Agreements:** \$ \_\_\_\_\_

**Hourly rate for Labor Relation Arbitration:** \$ \_\_\_\_\_

**B. OPTION TO RENEW:** The SHA may exercise its rights to renew this contract for additional two (2) years in one (1) year intervals at the following rates:

**Basic Services (Hourly Rate)**

2026-2027 Option to Renew		2027-2028 Option to Renew	
In Court	Out of Court	In Court	Out of Court
\$	\$	\$	\$

**COLLECTIVE BARGAINING/LABOR RELATIONS****Negotiating Union Contracts (Hourly Rate)**

2026-2027 Option to Renew		2027-2028 Option to Renew	
In Court	Out of Court	In Court	Out of Court
\$	\$	\$	\$

**Labor Relation Arbitration (Hourly Rate)**

2026-2027 Option to Renew		2027-2028 Option to Renew	
In Court	Out of Court	In Court	Out of Court
\$	\$	\$	\$

The undersigned certifies under the penalties of perjury that this fee proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)



**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

That he/she is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of:

\_\_\_\_\_  
Proposer, if the Proposer is an individual

\_\_\_\_\_  
Partner, if the Proposer is a partnership

\_\_\_\_\_  
Officer, if the Proposer is a corporation

**DEBARMENT CERTIFICATION**

The undersigned, a Respondent to the Request for Proposals (RFP) issued by the Salem Housing Authority, hereby certifies to the Salem Housing Authority on behalf of itself and each member of Respondents development team, as follows:

In accordance with 24 CFR 85.35, Respondent certifies that neither Respondent, nor any member of the Respondent's development team is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension."

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Authorized Signatory):

\_\_\_\_\_  
(Title)

**REAP CERTIFICATE**  
**STATEMENT OF TAX COMPLIANCE**

Pursuant to MGL c.62C, §49A, the individual signing this Contract on behalf of the Contractor, hereby certifies under the penalties of perjury that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

The business organization social security or Federal Identification Number is \_\_\_\_\_.

Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## CONTRACT FOR ENGAGEMENT OF LEGAL SERVICES

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Salem Housing Authority, hereinafter referred to as the “**Authority**” and \_\_\_\_\_ hereinafter referred to as the “**Attorney**.”

Witnessed, that the Owner and the Attorney, for the consideration hereinunder named, agree as follows:

**Article 1. Scope of Services.** The Authority hereby retains the Attorney as legal counsel to perform legal services hereinafter described during the entire term of this agreement in connection with and arising out of the operation and the maintenance of state and federal public housing developments and programs under the jurisdiction of the Authority.

1. Attend SHA Board of Commissioners Meetings to provide legal advice and to be available for consultation with SHA staff and Commissioners acting in their official capacity.
2. Review the legality of all contracts to which the SHA is a party and advise on disputes arising under such contracts.
3. Prepare contracts and other legal documents as required in the course of SHA business.
4. Guide and assist staff with tenant eviction procedures and legal matters pertaining to tenancy.
5. Attend conferences and/or hearings regarding SHA business with the City of Salem, EOHLC and HUD or its representatives upon invitation and with other public or private agencies.
6. Advise and assist with the implementation of policies to ensure that it complies with state and federal requirements.
7. Serve as liaison with recognized tenant groups or their legal representatives or agents, when directed to do so by the SHA.
8. Respond in a good-faith manner to tenant inquiries of a legal nature.
9. Provide advice regarding and representing the SHA in actions by or against the SHA before a Court, EOHLC and HUD Appeals Body, Massachusetts Commission Against Discrimination (MCAD), or another public agency.
10. Render other legal services normally required in the conduct of SHA business.
11. Supervise and provide guidance to staff on eviction procedures, and where necessary prosecute evictions.
12. Assist in the enforcement of SHA rules and regulations, if any, with letters, calls or other appropriate action.
13. Representation of the SHA in all matters pertaining to labor relations and employment law including negotiating union contracts and union arbitration.
14. Perform legal services in connection with land acquisition for new public housing developments or project improvements, including searching titles and preparing deeds, securing exceptions and/or variances from zoning and building ordinances, applying for zoning alternatives, and conducting eminent domain proceedings where necessary;

**Article 2. Term of Contract.** Attorney shall commence its performance of Services under this Contract for a Base Contract Term of three (3) years from \_\_\_\_\_ to \_\_\_\_\_. The Authority may at its sole option, exercise its option to renew this contract upon the same terms for an additional period of two (2) additional years by delivering written notice to Attorney at least ten (10) days before expiration of base contract term.

**Article 3. Contract Sum.** For services listed in Section 1: Scope of Services, above, the Authority agrees to pay said Attorney at following rates. The contract shall not exceed \$250,000 over the entire term of the contract.

<u>Hourly rate for services rendered out of Court;</u>	\$ _____
<u>Hourly rate for services rendered in Court;</u>	\$ _____
<u>Hourly rate for Collective Bargaining Agreements;</u>	\$ _____
<u>Hourly rate for Labor Relation Arbitration;</u>	\$ _____

**3.1 Allowable Additional Costs Defined.** Attorney shall be reimbursed for all necessary travel and subsistence expenses in connection with the performance of the duties of the Attorney. The Authority shall also reimburse the Attorney for expenses and disbursements incurred in connection with legal matters managed by the Attorney, such as court cost, filing fees, witness fees or other relevant documents. No reimbursement will be due or payable by the Authority until documentation of such expenses has been submitted to and approved by the Authority.

**3.2 Content of Invoices.** Such invoices shall contain an itemized statement for each legal matter assigned of each task completed, the time spent on each such task, the name of the individual who performed such task, the hourly rate or portion thereof charged for such task, invoices, receipts, or other equivalent back-up and the total charge to date for each legal matter assigned. Where work on an assigned legal matter has been completed, the invoice shall reflect that it is the final charge.

**Article 4. Suspension and Termination.** The Authority may terminate services upon ten (10) days written notice to Attorney for any reason deemed by the Authority to be in the public interest. In the event of termination by the Authority prior to completion of services, Attorney shall be entitled to payment of services performed prior to the effective date of such termination. In the event of termination, payment shall be conditioned upon the delivery to the Authority by the Attorney all opinions, documents and other materials prepared by the Attorney in the performance of services.

**Article 5. Conflict of Interest.** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board member or employee of the Awarding Authority.

**Article 6. Equal Opportunity.** The Contractor shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Contractor to use best efforts to employ qualified tenants of the awarding authority for any positions which are open at the time the contract is awarded or which become open during the term of the contract.

**Article 7. The Contract Documents.** The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Request for Proposals, Proposer's submission and Fee Proposal, HUD 5369-C Instruction to Offerors, HUD 5370- C General Contract Conditions and any amendments or addenda issued prior to award and any modification

agreed to after the award. No contract amendments shall be made except in writing upon the express agreement of the parties.

**Article 8. Ownership of Documents.** All opinions, documents and other materials prepared by Attorney in the performance of services hereunder shall be the property of the Authority. The Authority may use any and all such materials for such purposes and so often as the Authority desires, either in whole or in part, or in modified form, without further employment of the Attorney, or additional compensation, therefore. The Attorney shall take no action in derogation of the rights of the Authority to ownership of such property and shall take reasonable actions necessary to protect such rights.

**Article 9. REAP Certification.** Pursuant to M.G.L. c.62(c), §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 10. Certification of Non-Collusion.** The undersigned certifies under penalties of perjury that their price quote has been made in and submitted in good faith and without collusion or fraud with any other person. The undersigned further certifies that it is not debarred from doing public work in the Commonwealth or by federal government under any applicable debarment provisions. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

**Article 11. Worker Documentation Certification.** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**Article 12. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**Article 13. HUD Contract Clauses.** HUD 7460 8c 05 Table 5-1 Required Contract Clauses for Small Purchases is applicable to this contract and is attached hereto.

IN WITNESS WHEREOF, the Authority and the Attorney have executed this Agreement on the day and date first above written.

Attorney

Salem Housing Authority  
27 Charter Street, Salem, MA 021970

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_