

**SALEM STATE UNIVERSITY**

INVITATION TO BID  
THIS IS NOT AN  
ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax
2. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.  
**Responses must be received on or before Wednesday, October 4, 2017 by 2:00 pm electronically to ewilson@salemstate.edu**
4. Submit electronic submission only.
5. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the proposals deemed best for the Commonwealth.
6. For additional information:  
**Evelyn Wilson, Director of Purchasing & Vendor Relations**  
**Salem, MA 01970**  
**Phone: 978-542-7321 Email: ewilson@salemstate.edu**
7. Questions must be submitted electronically to:  
**Evelyn Wilson, C.P.M., Director of Purchasing**  
**Salem State University, 352 Lafayette Street, Administration Building, 2<sup>nd</sup> Floor, Salem MA 01970**  
**Phone: 978-542-7321 Email: ewilson@salemstate.edu**
8. Reference: **RFP 2018-04 Summer Conference and Residence Hall Management**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
<b>See Attached Specifications</b>		

**EQUAL OPPORTUNITY**

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.

**ADDRESS**

CITY STATE ZIP

TELEPHONE

AUTHORIZED SIGNATURE

NAME TITLE

FEDERAL EMPLOYER'S ID CODE 9 DIGITS

**Vendor Information**

COMPANY

## 1. PURPOSE

Salem State University (hereinafter “university”) issues this request for proposals to hire an experienced, qualified firm to plan, market, contract, and administer operations for a summer conference operation that is in its infancy and is expected to grow substantially. The major facilities available for the summer conference operations are several residence halls on its campus in Salem, MA, although there is potential to leverage other facilities underutilized during the summer. The university will retain full responsibility for student life matters and discipline.

## 2. GENERAL TERMS AND CONDITIONS

Firms should carefully review the draft Management Agreement (see Appendix) in order to understand the general duties, responsibilities, and performance requirements of the Conference Manager. Details will be subject to negotiations with the successful Bidder. Bidders are requested to make specific recommendations regarding the management fee per year (i.e., a fixed rate, a variable rate depending upon revenue, or a combination of both).

The initial term of the management agreement will be for five (5) years commencing November 1, 2017, and expiring on October 31, 2022, with an option for two (2) additional one year terms.

## 3. TIMETABLE

Release of RFP	September 15, 2017
Pre-bid conference call	September 27, 2017, 11:00 AM
- Dial 877.493.9553. Participant passcode: 9007875#.	
- All questions to the university must be asked at this call or submitted in writing previous to this call. No questions will be entertained after this call.	
Response due date	October 4, 2017, by 2:00 PM
Selected firms invited for campus visit and interviews	October 12 and 13, 2017
RFP anticipated award	October 18, 2017
Vendor start date	November 1, 2017

## 4. PROPOSAL SUBMISSION REQUIREMENTS

All proposals must be in electronic form only and received on or before Wednesday, October 4, 2017 by 2:00 P.M. through Comm-Pass or at [ewilson@salemstate.edu](mailto:ewilson@salemstate.edu). All proposals shall be signed by an individual authorized to bind the Bidder to the proposed contractual arrangement. Electronic proposals not submitted through Comm-Pass must be in Microsoft Word or PDF format. Detailed financial information may be in Excel format.

## 5. PROPOSALS

Brevity and conciseness in the proposals are expected. Convey the essential information efficiently. Please provide concise and direct responses to the following:

- a. Describe your firm's experience and capabilities in marketing and managing a program to use residential spaces to use residential spaces (primarily) to generate net revenue for the university.
- b. Describe your approach to starting up and growing a summer conference operation for the university. Demonstrate your understanding of the inherent opportunities the university can maximize.
- c. Include a description of required staffing, on-site and off.
- d. Provide names, brief biographical sketches, and lists of responsibilities for the employees who will oversee this activity.
- e. Describe your proposed marketing approach, strategies, and tools.
- f. Provide a three year financial *pro forma* for the operation, taking into account that the summer of 2018 will be the first summer of operations, and the summer conference operation will require staffing, marketing, and organizational start up activities and costs in addition to operational revenues and expenses. All revenue and expense assumptions (such as rates, counts, occupancy percentages, etc.) are to be clearly stated in the notes to the *pro forma*. Any fixed management fee and performance fee payments should be clearly identified in the *pro forma*, along with the basis for their calculation.
- g. In addition to generating new revenue to support university operations, identify other ways in which the summer conference operation that you would operate could contribute to the success and the mission of the university and its students.

## 6. REFERENCES

Please provide up to three (3) references from college or university clients for whom you have provided similar services. For each, provide the name of the client, client contact information, description of services and facilities managed, duration of relationship, and a range of approximate annual gross revenues for the summer activity.

## **7. COSTS FOR PROPOSAL**

All expenses and costs including, but not limited to, legal costs associated with developing or submitting a proposal in response to this RFP, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the responding firm, and under no circumstances shall the university be responsible for any such cost or expense incurred by the responding firm. By submission of a proposal, each firm acknowledges and agrees that all documentation and/or materials submitted with its proposal shall become and remain the property of the university.

## **8. AWARD OF CONTRACT**

Award of this contract shall be made to the firm which offers the best value response to the goals, specifications, and performance requirements outlined in this RFP as determined in the sole judgment of the university.

## **9. COMMONWEALTH STANDARD CONTRACT FORM**

**Signature required if notified of Contract award.** By executing this document, the Bidder certifies under the pains and penalties of perjury that it has submitted a response to this RFP that is the Bidder's offer as evidenced by the execution of its authorized signatory. The form must be unconditionally signed by an authorized signatory of the Bidder, and submitted without alteration. The terms of the RFP, the Bidder's response, and any negotiated terms shall be included as part of the Contract upon execution of the Commonwealth Standard Contract. The Commonwealth Standard Contract can be found at <http://www.mass.gov/comptroller/publications-and-reports/forms/contracts.html>.

## **10. COMMONWEALTH TERMS AND CONDITIONS**

**Signature required if notified of contract award.** This form must be unconditionally signed by an authorized signatory of the Bidder, and submitted without alteration. The Commonwealth Terms and Conditions can be found at <http://www.mass.gov/comptroller/publications-and-reports/forms/contracts.html>.

## **11. RIGHTS RESERVED**

The university reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive any defects, irregularities or omissions if, in its sole judgment, the university deems it to be in its best interest. Should the university determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be awarded to that Bidder.

## **ATTACHMENTS**

- A.** Draft Summer Conference and Residence Hall Management Agreement
- B.** Summer Residence Hall Conference Revenue (FY 16 – FY 18)
- C.** Useful Links
- D.** Please complete vendor info form.



appropriate or desirable to enable Manager to perform its duties hereunder. Manager shall conduct meetings with Owner from time to time as necessary, appropriate or desirable to enable Manager to perform its duties hereunder or as reasonably requested by Owner, but at least quarterly. Each party shall cooperate fully in all matters relating to the management and operation of the Property.

1.05. Representatives.

Whenever any consent, approval or other action of a party required or permitted hereunder, such consent, approval or other action shall be effective if given or taken by any one of the persons named below:

On behalf of Owner:

Karen House, Vice President, Finance and Facilities (tel.: (978) 542-6120; email: [khouse@salemstate.edu](mailto:khouse@salemstate.edu)), or her designee:

Joseph Donovan, Associate Vice President, Business Affairs (tel.: (978) 542-6119; email: [jdonovan@salemstate.edu](mailto:jdonovan@salemstate.edu))

On behalf of Manager:

Either party may from time to time designate other or replacement authorized representatives by written notice from one of its authorized representatives to the other party. Any vacancy of an authorized representative position shall be filled within thirty (30) days. The written statements and representations of any authorized representative of Owner or Manager shall be binding upon the party for whom such person is the authorized representative.

ARTICLE 2. MANAGER'S DUTIES AND RESPONSIBILITIES

2.01. General. Manager shall manage, operate and service the property in a manner consistent with first class professional property management services and, in any event, equal to or better than the services generally performed by professional property managers of comparable student residence halls during the period determined by Owner and estimated to extend from June through August of each summer season, consistent with the time frames in the approved Annual Budget. Manager shall act with the care, skill, prudence and diligence that a prudent man, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and goals. Manager shall make available to Owner the full benefit of the judgment, experience, and advice of the members of Management's organization with respect to the management, operation, and servicing of the Property. Manager shall perform the services set forth herein and such other services as may be requested by Owner and approved by Manager. Manager shall act as a fiduciary to Owner with respect to the property, and shall serve Owner's interest at all times.

Notwithstanding the foregoing, the parties acknowledge that:

(a) Owner is solely responsible for all maintenance services and/or capital repairs and replacements. Manager shall notify Owner of any needed repairs, servicing, or issues to be addressed to ensure that the Property remains in good condition, and in such order and condition equal in scope, character, and standards to other student residential facilities of like kind and character. Cost of maintenance of the Property by Owner during in the approved summer season shall be reimbursed to Owner from the Operating Account.

(b) Owner is solely responsible for providing utilities for the Property, including, but not necessarily limited to: electricity, natural gas, water, sewer, telephone, cable television, and internet. Any other services reasonably required for the operation of the Property shall, if approved, be provided or paid for by Owner. Cost of utilities provided by Owner during the approved summer season shall be reimbursed to Owner from the Operating Account.

(c) Owner's security staff shall provide security to the Property to the same extent and in the same manner security is provided other buildings operated and owned by Owner. Cost of security provided by Owner during the approved summer season shall be reimbursed to Owner from the Operating Account.

(d) Owner may from time to time supply other technical, marketing or other office or administrative support as requested by Manager. The cost of such additional services during the approved summer season shall be reimbursed to owner from the Operating Account

2.02. Conferences. In addition to Owner's concurrent authority to undertake similar actions, Manager shall actively seek, and shall have full responsibility for entering into, contracts to provide for conferences, programs, camps, and similar events, subject to Owner's approval, during the approved summer period. In furtherance of said purpose, Manager shall:

(a) Provide the Owner with the names and contact information for attendees assigned to the Property. Manager shall be responsible for assigning attendees to residence rooms. Owner shall permit access by Manager to its housing or other related data systems; provided, however, that if such are unavailable, Manager shall utilize its own housing data system at a level sufficient for the efficient daily management of the property, the cost of such utilization to be an operating expense of the property.

(b) Collect all attendee housing fees, charges, and other amounts receivable on Owner's account in connection with occupancy of the Property, and at least weekly deposit all such revenues in a separate bank account established and maintained by the Manager (hereinafter the "Operating Account").

(c) Pay all expenses associated with managing the Property (including those expenses specified in Section 2.01) and the fulfillment of its duties and responsibilities from the Operating Account. Manager shall have check writing privileges relative to the Operating Account as Owner's agent for the payment of said expenses. Both Owner and Manager shall have online access for viewing bank statements related to said account.



(d) Enforce full compliance by attendees resident on the Property with the rules and regulations of the Property and any terms of any conference or similar contract applicable to the Property by using commercially reasonable methods. Upon prior notification to Owner, Manager may lawfully terminate the right of any attendee to reside at the Property when, in Manager's judgment, sufficient cause for such termination occurs, including, but not limited to, failure to maintain status as an attendee of an approved event or program, nonpayment of housing fees and charges, inappropriate conduct, or other cause.

(e) Systematically and promptly receive and refer all service requests from attendees for items which are Owner's responsibility either through Owner's existing resident management software or through that provided by Manager. Be responsible for key and access card management, including audits, and distribution and processing of any attendee charges for collection during the approved summer period. Owner shall be responsible for the provision of a full set of necessary keys and/or access cards prior to the use of the Property, and shall be responsible for any necessary lock changes or hardware/software maintenance or orders.

(f) Transmit to Owner from time to time requests for materials, goods and services as needed for managing the Property to be purchased by Owner. Within ten (10) days of receipt of an invoice therefor by Manager, Owner shall be reimbursed therefor, and such shall be considered an expense of the Operating Account.

(g) Manager and its employees and agents shall comply with all applicable local, state, and federal laws, regulations, and ordinances applicable to Manager's duties under this Agreement. Owner and its employees and agents shall comply with all applicable local, state, and federal laws, regulations, and ordinances applicable to the performance of Owner's duties under this Agreement.

(h) Manager shall not take any action with respect to the Property, and this Agreement shall not be amended in any manner, that would adversely affect the tax-exempt status of Owner, or that would otherwise result in a breach of any representation, condition, or covenant of Owner as set forth in any financing documents. In the event that any of the terms herein would violate IRS Revenue Procedure 97-13 and/or any subsequent guidance from the IRS or would otherwise adversely affect the tax-exempt status of any financing by Owner, the parties hereto will amend this Agreement in such a manner as is necessary to avoid such adverse impact.

(i) Manager represents and warrants that it is qualified to do business in the Commonwealth of Massachusetts; is in good standing in said Commonwealth; and has obtained all licenses required or necessary for the performance of its functions and obligations under this Agreement; and has taken all necessary corporate action to approve the execution and delivery of this Agreement.

(j) Notwithstanding the authority granted to Manager in this Agreement, Manager shall not have the authority to, and shall not do, any of the following without the prior written consent of the Owner in each instance: (i) enter into any contract which is not cancelable within ninety (90) days' notice; (ii) institute any legal action; (iii) expend or commit any funds other than as approved by Owner pursuant to the approved Annual Budget, except as specified herein; (iv)

execute any deed, note, mortgage, or security agreement binding on Owner; (v) commit or allow any act or omission which results in the imposition of any lien or encumbrance on any portion of the Property; (vi) commit or permit waste of the Property; or (vii) lease or grant any concessions for any commercial operation on the property.

(k) Notwithstanding anything herein contained to the contrary, whenever Manager is required to obtain the written consent of Owner prior to the taking of any action under this Agreement, Manager may act without obtaining such consent if an emergency exists such that, under the circumstances, a delay in Manager's action would be imprudent and not in the best interests of the Owner. In such case, Manager shall promptly notify Owner (initially such notice to owner shall be by telephone and email), and the consent of Owner shall be sought as soon as reasonably practicable thereafter.

2.03. Staffing. Manager will coordinate its duties and responsibilities with Owner in the interest of good overall management of the Property.

(a) Manager will interview, screen, hire employ, supervise, discharge, and pay a sufficient number of qualified, trained, capable, and courteous staff to maintain and operate the Property so as to successfully discharge its obligations and duties hereunder; provided, however, that such personnel shall be the employees of Manager to be paid as part of the Annual Operating Budget. All matters pertaining to the employment, supervision, promotion, and discharge of such employees shall be the sole responsibility of Manager, and Owner shall have no right to supervise or direct such employees; provided, however, that Owner may direct their removal and shall have approval authority regarding the hiring of the Property Director. The gross salary and wages, payroll taxes, health insurance, workers' compensation and other costs and benefits of Manager's employees shall be considered an expense of the Operating Account related to managing the Property to the extent that such costs have been approved by Owner.

(b) Manager shall be an equal opportunity employer, and shall conform to the terms and conditions of this Agreement, all applicable federal and state laws regarding employment, and any applicable rules and regulations of Owner. Manager agrees to provide full information concerning its employment practices and procedures to Owner and any governmental agency having jurisdiction over such matters. Manager shall not engage in or permit discrimination against any person or group of persons on the grounds of race, sex, color, handicap, religion, national origin, or gender identity or expression in any manner prohibited by the laws of the United States or the Commonwealth of Massachusetts.

(c) Concurrent with the hiring of staff, Owner shall specify an appropriate residential unit(s) to be furnished without charge to Manager's employees, which will be treated as an expense of the Operating Account. If summer conference assistants are involved in a conference program or event, a single bed will be provided to each assistant without charge. No dwelling unit or bedroom within a unit, other than as expressly agreed herein, shall be furnished without charge to any other person, unless agreed upon in writing by Owner and Manager.

(d) Owner agrees to provide to Manager an on-site management office, consisting of a

dedicated office and related support space. Rooms designated for use by attendees including, but not limited to, classrooms, study rooms, all-purpose rooms, and computer rooms, shall not be used by Manager as administrative offices, unless agreed to in writing by Owner. Rental and other fees associated with the office space shall be considered operating expenses and paid out of the Operating Account.

### 3.0 ANNUAL BUDGET PROCESS AND FISCAL OPERATIONS

3.01. Budget Calendar Schedule. No later than April 1 of each year (except for the first year of operation), Manager in consultation with Owner shall recommend an annual budget (hereinafter "Annual Budget") for the next calendar year, consisting of estimated revenue (conference rates and associated revenues and fees) and operating expenses. No later than June 1 of the same year, Owner will approve an Annual Budget along with associated fees and expenses for the next calendar year. Manager shall manage the Property pursuant to the approved Annual Budget; provided, however, that Manager may reallocate non-salary and non-benefit amounts among the various line items of operating expenses as it deems necessary. Owner shall ensure that sufficient funds are available in the Operating Account for the payment of all expenses contained in the Operating Budget. Owner's approval of the Annual Budget shall constitute Owner's approval of any expenditures specifically authorized therein, including the expenditure of any discretionary amounts to Manager set out therein. Initially, Owner may make a deposit into the Operating Account, the amount to be determined by mutual agreement of Owner and Manager. In cases of emergency, as determined in Manager's good faith judgment, Manager may make expenditures from its own funds to prevent imminent damage to property or injury to persons; provided, however, that Manager shall promptly notify Owner of any such emergency expenditure as soon as reasonably practicable but no later than two (2) business days following such emergency, describing the cause of such emergency, the basis of the expenditure undertaken in connection with such emergency, and the amount of such expenditure. Provided that Manager complies with the aforementioned conditions, Owner shall repay the amount of such expenditure within ten (10) days of receipt of an invoice therefor, with per annum interest at the prime rate as published in the *Wall Street Journal*.

#### 3.02. Funding Schedule.

(a) Within the first five (5) business days of each month, Manager shall make a preliminary estimate and notify Owner of any projected shortfall or excess of cash from the prior month as compared to an agreed upon minimum balance to be retained in the operating account.

(b) On the fifteenth (15<sup>th</sup>) day of each calendar month, Manager shall submit a funding request based on the Annual Budget and sufficient to pay all operating expenses, including the Management Fee due in the immediately following month.

(c) On the twenty-fifth (25<sup>th</sup>) day of each calendar month, Owner agrees to provide funds should there be any deficiency in the Operating Account, as identified in the funding request, and to transfer such funds to the Operating Account.

3.03. Sufficiency of Funds. Notwithstanding any provision hereof to the contrary, Manager's obligation to provide services hereunder shall be limited to the extent that necessary funds are available in the Operating Account or are otherwise provided by Owner. Should Manager in good faith determine that an immediate payment of an expense should be made and there are no available funds on hand for such payment, Manager may make such payment from its own funds. In such case, Owner shall repay such amount to Manager within ten (10) business days of receipt of an invoice therefor, with per annum interest at the prime rate as published in the *Wall Street Journal*.

#### 3.04. Management Fee.

3.05. Financial Reports. Within thirty (30) days after the end of each calendar month, Manager shall provide to Owner unaudited, accrual-based financial reports for said month. Such monthly financial reports shall include a balance sheet, the income and expenditures for the month (as compared to the Annual Budget and to the same month in the prior annual period), and the income and expenditures for the current annual period to date, all in sufficient detail so as to indicate the financial condition of the Property.

3.06. Books and Records. Manager shall keep timely and accurate books and records of its activities in accordance with sound and generally accepted accounting principles. Manager shall cooperate with and shall supply to Owner and its auditors any requested information to enable Owner or its auditors to prepare financial statements and any audit report related thereto. Owner shall have the right from time to time to inspect Manager's books and records at Manager's on-site office, and shall have the right, at its option and expense and during ordinary business hours, to conduct audits of all books and records pertaining to Property managed by Manager. Manager shall make all books and records available to any reputable outside accounting firm identified by Owner. Unless covered by insurance, Manager shall bear all losses from fraudulent activity, theft, or errors of Manager's employees or agents, including, but not limited to: (a) theft of assets by Manager's employees or agents; (b) penalties, interest, or loss of vendor discounts due to delay in payment of invoices, bills, or other like charges; (c) overpayment or duplicate payment of invoices arising from either fraud or error; (d) overpayment of labor costs arising from either fraud or error; (e) sums paid by purveyors to Manager's employees or associates arising from the purchase of goods or services for the Property; and (f) unauthorized use of facilities by Manager's employees or associates.

#### 4.0. INDEMNIFICATION

4.01. Manager. Manager shall indemnify, defend, and hold harmless the Commonwealth of Massachusetts and Owner, its trustees, employees, and agents (collectively referred to hereinafter as "Indemnified Parties") from and against all claims, proceedings, liabilities, losses, costs, and expenses (including attorneys' reasonable fees, costs of defense, fines, and penalties) incurred or asserted against an Indemnified Party, as a result of (a) the negligence or willful misconduct of Manager; (b) Manager's breach of this Agreement; (c) Manager acting outside the scope of its authority as set forth in this Agreement; (d) any act or omission of Manager in

violation of Manager's obligations under this Agreement; or (e) Manager's failure or refusal to abide by any rule, order, determination, ordinance, regulation, or law of any federal, state or municipal authority.

4.02. Owner. Owner shall indemnify, defend and hold harmless Manager, its officers, employees, and agents (collectively referred to hereinafter as "Indemnified Parties") from and against all claims, proceedings, liabilities, losses, costs, and expenses (including attorneys' reasonable fees, costs of defense, fines, and penalties) incurred or asserted against an Indemnified Party, as a result of: (a) the negligence or willful misconduct of Owner; (b) Owner's breach of this Agreement; (c) Owner acting outside the scope of its authority, as set forth in this Agreement; (d) any act or omission of Owner in violation of Owner's obligations under this Agreement; (e) Owner's failure or refusal to abide by any rule, order, determination, ordinance, regulation, or law of any federal, state, or municipal authority; (f) any latent defect or other defect or dangerous condition, whether or not resulting from the design or initial construction of the Property, which a visual inspection of the Property would fail to disclose; provided, however, that said defect or condition was known to Owner and Owner did not inform Manage of said defect or condition.

4.03. Survival. The foregoing provisions of this section shall survive the termination of this Agreement, but this shall not be construed to mean that Manager's or Owner's liability under the other provisions of this Agreement shall not survive.

## 5.0. INSURANCE

5.1. Manager. Manager shall secure and maintain in force, or cause to be secured and maintained in force, for the term of this Agreement the insurance coverage required below. All insurance policies shall be issued by an insurance company authorized to do business in the Commonwealth of Massachusetts and which maintains an A.M Best rating of A- (VIII) or better. Manager shall forward to Owner any notice received from an insurance carrier regarding the modification, reduction or cancellation of the required insurance coverage. Manager shall provide Owner with current certificates of insurance for all coverage and renewals thereof upon policy expiration. All insurance required herein shall contain a waiver of subrogation in favor of Manager. All liability insurance required herein, except employers' liability/workers' compensation, shall name Owner as an additional insured.

(a) Commercial general liability insurance written on an occurrence form including premises liability, products/completed operations liability, and contractual liability. The limits of liability shall not be less than one million dollars (\$1,000,000) per occurrence, with two million dollars (\$2,000,000) general aggregate.

(b) Automobile liability insurance covering owner, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000).

(c) Workers' compensation insurance as required by the laws of the Commonwealth of

Massachusetts, including employers' liability protection with limits of liability of not less than one million dollars (\$1,000,000) for bodily injury, each occurrence, one million dollars (\$1,000,000) for disease, each employee, and one million dollars (\$1,000,000) for disease, aggregate limit. Lower primary limits are acceptable if employer's liability is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

(d) Employee dishonesty insurance for all officers, employees, and agents of Manager who have the responsibility of handling any revenues generated from the operation of the Property, with policy limits of not less than one million dollars (\$1,000,000) with deductible provisions not to exceed \$25,000.

(e) Theft of money and security coverage, with limits of \$25,000 per loss for inside the Property and \$25,000 per loss for outside the Property.

(f) Umbrella/Excess insurance coverage, providing coverage in excess of the primary commercial general liability, automobile liability, and employer's liability insurance in the amount of five million dollars (\$5,000,000) per occurrence and in the aggregate.

5.2. Owner. Owner shall secure and maintain in force, or cause to be secure and maintained in force, for the term of this Agreement the insurance coverage required below. All insurance policies shall be issued by an insurance company authorized to do business in the Commonwealth of Massachusetts and which maintains an A.M. Best rating of A- (VIII) or better. Owner shall forward to Manager any notice received from an insurance carrier regarding the modification, reduction or cancellation of the required insurance coverage. Owner shall provide Manager with current certificates of insurance for all coverage and renewals thereof upon policy expiration. All insurance required herein shall contain a waiver of subrogation in favor of Owner. All insurance required herein, except employers' liability/workers' compensation, shall name Manager as an additional insured.

(a) Commercial general liability insurance written on an occurrence form including premises liability, products/completed operations liability, and contractual liability. The limits of liability shall not be less than one million dollars (\$1,000,000) per occurrence, with two million dollars (2,000,000) general aggregate.

(b) Automobile liability insurance covering owner, non-owned, and hired vehicles. The limits of liability shall be not less than a combined single limit of one million dollars (\$1,000,000).

(c) Umbrella/excess insurance coverage, providing coverage in excess of the primary commercial general liability, automobile liability, and employer's liability insurance in the amount of five million dollars (\$5,000,000) per occurrence and in the aggregate.

## 6.0. DEFAULT.

6.01. Owner's Default. Owner shall be in default hereunder (a) should Owner fail to make any payments required hereunder when due; (b) should Owner fail or refuse to perform

any of its material obligations within fifteen (15) days after written notice thereof to Owner or, if such failure cannot be reasonably be cured within said period, Owner fails to commence the cure of such failure within said fifteen (15) day period and/or fails to diligently pursue and complete such cure; (c) if there is a bankruptcy, dissolution or liquidation of Owner; (b) should Owner engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority as set forth in this Agreement; or (e) should Owner fail to maintain all licenses and permits necessary for Owner to discharge its duties under this Agreement.

6.02. Manager's Default. Manager shall be in default hereunder (a) should Manager fail or refuse to perform any of its material obligations hereunder within fifteen (15) days after written notice thereof to Manager or, if such failure cannot reasonably be cured within said period, Manager fails to commence the cure of such failure within said fifteen (15) day period and/or fails to diligently pursue and complete such cure; (b) if there is a bankruptcy, dissolution or liquidation of Manager; (c) should Manager engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority as set forth in this Agreement; (d) should Manager fail to maintain all licenses and permits necessary for Manager to discharge its duties under this Agreement; or (e) should Manager fail to make any payments or to provide the funds required hereunder within fifteen (15) days after receipt of written demand therefor.

6.03. Remedies upon Default. If either Manager or Owner is in default under this Agreement beyond the applicable cure period, the non-defaulting party may immediately terminate this Agreement without any requirement of prior notice to the defaulting party, and may immediately pursue any and all rights and remedies it may have against the defaulting party under law and equity. If either party asserts that the other party is in default under this Agreement due to its having engaged in any fraud, misappropriation, embezzlement or willful misconduct or act beyond its authority under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement due to any such act or acts, and the non-defaulting party shall provide the defaulting party five (5) business days to respond to such assertion of default prior to terminating this Agreement or taking other remedial action; provided, however, that in the event that the non-defaulting party in its reasonable judgment concludes that fraud, misappropriation, embezzlement, willful misconduct or other act beyond the authority of the defaulting party under this Agreement has occurred at the supervisory level or has occurred as a result of a breakdown of internal controls, the non-defaulting party may immediately terminate this Agreement without any requirement of prior notice to the defaulting party and may immediately pursue any and all rights and remedies it may have against the defaulting party.

In the event that any portion of the Management Fee owed to Manager shall not be paid when due, such deferred portion of the Management fee shall accrue interest annually at a floating rate equal to the "prime rate" as published each business day in the *Wall Street Journal* plus one percent, and shall be repaid upon the first to occur of (a) proper notice to the Owner of the deferred portion, or (b) termination of manager hereunder. The same procedure shall apply in the event of an outstanding balance is owned by Manager to Owner.

6.04. Termination for Convenience. Either Owner or Manager may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party.

6.05. Obligations of Parties upon Termination.

(a) Manager shall submit to Owner all financial books and records reasonably requested by Owner. The termination of this Agreement shall not affect the rights and obligations of the parties under this Agreement as to matters, events, obligations, and duties that pertained or accrued prior to the day of termination.

(b) Manager shall promptly turn over to Owner all of the cash (including any balance in the Operating Account), records, keys, contracts, service agreements, resident student housing agreement, and warranties pertaining to the Property.

(c) For a period of one (1) year following termination, Owner agrees not to discuss employment with or actually employ, either directly or indirectly, the Director assigned to the Property, without first obtaining the written consent of Manager.

7. NOTICES

All notices required to be given hereunder shall be in writing and delivered personally or by certified mail, return receipt requested, and addressed as follows:

(a) To Owner:

Karen House  
Vice President, Finance and Facilities  
Salem State University  
352 Lafayette Street  
Salem, MA 01970-5353

With a copy to:

Joseph Donovan  
Associate Vice President, Business Affairs  
Salem State University  
352 Lafayette Street  
Salem, MA 01970-5353

(b) To Manager:

Each mailed notice shall be deposited with the United States Postal Service, in



registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner provided above. Each such notice shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery at the addresses provided above. Any party hereto may change its address for the service of notice hereunder by providing written notice of said change to the other party, in the manner specified above ten (10) days prior to the effective date of said change

## 8. GENERAL PROVISIONS

8.01. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, understandings or agreement (oral and written) between the parties about the subject matter of this Agreement. No waiver, consent, or modification of this Agreement shall bind either party unless in writing and signed by duly authorized representative of both parties. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, that provision shall be deemed severable, and shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain fully enforceable.

8.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions.

8.03. Assignment. This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred, in whole or in part, without the express written permission of the other party.

8.04. Captions. The captions used in this Agreement are solely for convenience, and shall not be deemed to constitute a part of the substance of the Agreement for the purpose of construction.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the date first set forth above.

OWNER:

**SALEM STATE UNIVERSITY**

By: \_\_\_\_\_  
Karen House  
Vice President, Finance & Facilities

MANAGER:





## APPENDIX C Useful Links

Campus Map: <https://www.salemstate.edu/community/campus-map>

Dining Facilities: <https://new.dineoncampus.com/salemstate>

Parking Garage:

<https://salemstate.rightanswers.com/portal/app/portlets/results/viewsolution.jsp?gid=19&companycode=ssu&interface=ss&solutionid=041604909582613&isguest=true>

<https://www.salemstate.edu/salem-state-difference>

<https://www.salemstate.edu/salem-state-difference/facts-and-figures>

<https://www.salemstate.edu/campus-life/living-campus/residence-halls>

<http://salem.org/about>

**Appendix D**

**VENDOR IDENTIFICATION (must be completed)**

COMPANY NAME: \_\_\_\_\_

Dbas: \_\_\_\_\_

Company's Federal ID Number:  
\_\_\_\_\_

Address: \_\_\_\_\_

Remit To Address: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NO \_\_\_\_\_ Toll Free or "800": \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Web address: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

Main Contact:  
\_\_\_\_\_  
\_\_\_\_\_

Person responsible for proposal (if different)  
\_\_\_\_\_