

## Proposer Registration Form

It is the Proposer's responsibility to make certain they have received any/all addenda relating to their proposal prior to the proposal opening date. If you are downloading a request for proposal we strongly encourage you to notify the City of Beverly Purchasing Department at [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) and provide us with the following information. In the event any addenda are issued it will be sent to all proposers who have provided the City with this information.

Request for Proposal Number: 13-055

Contact Name:

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Company Name:

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Address:

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City/Town:

State:

Zip Code:

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Phone:

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Fax:

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Cell:

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Email:

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## CITY OF BEVERLY

**13-055**

**AUCTIONEER SERVICES**

**BIDS DUE:**

**TUESDAY DECEMBER 3, 2013 @ 11:00 A.M.**

at the Office of the Purchasing Agent, City Hall  
191 Cabot Street, Beverly, Massachusetts 01915

**BID CERTIFICATION**

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below.

**Failure to offer such signature will result in rejection of the bid.**

1. *"The undersigned certifies under the 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 their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

\_\_\_\_\_  
(Complete name of firm to be given here)

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

Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Employer I.D. #: \_\_\_\_\_

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

## I. Introduction

A. The City of Beverly, Massachusetts (the ‘City’), issues this Request for Proposals (the ‘RFP’) to parties (individually referred to as a ‘Proposer’) who have an interest in providing real estate auction services to the City in connection with the City’s auction of its interest in a real estate mortgage acquired as security for a Management Contract to operate the City of Beverly’s Golf Course. The City hereby requests competitive sealed bid proposals in accordance with Massachusetts General Laws Chapter 30B.

B. Proposal Packages may be obtained after 10:00 a.m. November 18, 2013 at the Procurement Office, downloaded at no charge at: <http://www.beverlyma.gov/departments/procurement/forms>, or by emailing [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) a copy of the RFP will also be available for inspection at the Procurement Office Beverly City Hall, Room 24, 191 Cabot St., Beverly MA during regular City Hall business hours.

C. All responses to these proposals must be in writing and in the form set forth in this RFP and delivered in sealed envelopes to:

Office of the Purchasing Agent  
City Hall  
191 Cabot Street  
Beverly, MA 01915  
Attn: David Gelineau

**Proposals will be received until 11:00 a.m. (EST) on December 3, 2013, at the Office of Purchasing Agent.** If at the time of the scheduled RFP opening, the City Hall or the Office of the Purchasing Agent is closed due to uncontrolled events such as fire, ice, snow, wind, or building evacuation, the RFP opening will be postponed until 11:00 a.m. on the next normal business day. RFP proposals will be accepted until that date and time.

D. The City may cancel this RFP, or reject in whole or in part any and all RFP’s. If the City determines that cancellation or rejection serves the best interest of the City.

## II. Background

As Security for a Management Contract to operate the City of Beverly’s Golf Course the City holds a \$600,000 Second Mortgage on commercial real estate located on Tozer Road in Beverly. The City now plans to conduct a foreclosure sale to recover \$600,000 owed to it by the now former golf course operator.

## III. Scope of Services

A. If selected, the Proposer, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein (and as set forth in the sample contract attached hereto as Exhibit B) with respect to a foreclosure of a mortgage in favor of the City of Beverly.

### B. Pre-Auction Services

1. Site Visit. The Proposer shall conduct appropriate site visit(s) and photograph or otherwise become familiar with the property to be auctioned. When resources are available, the City will assist the Proposer on gathering data regarding the property but nothing herein is meant to diminish the Proposer's obligation to become familiar with the Property. The Proposer shall maintain the information, photographs, and data in a manner allowing its distribution to persons interested in the Property.

#### C. Communication with Interested Parties

1. Inquiries. The Proposer shall track and answer all inquiries, whether in person, mail, telephone, or email, and respond to all inquires from interested parties.

2. Communications. The Proposer shall communicate directly with persons who have indicated an interest or who the auctioneer believes may have an interest in the Property and distribute information regarding the Property, as appropriate, by mail, facsimile, or via the internet.

#### D. Marketing

1. Promotional Materials. Subject to the review, approval, and satisfaction of the City, the Proposer shall prepare appropriate marketing materials including but not limited to brochures, advertisements, mailings, posters, post cards, and web pages.

2. Web-Based Promotion. The Proposer shall promote the Property on a website which will be open to all prospective bidders upon approval by the City. The Proposer's website shall be linked to the City's website.

3. Advertising. The Proposer shall prepare and place advertisements in appropriate publications, as required by law, and as suggested by industry standards. The Proposer and the City shall work cooperatively in determining the appropriateness of incurring advertising expense as to the auction.

4. Postings. The Proposer shall post signs, promoting the auction. The Proposer shall remove signs immediately after the auction is held.

5. Cost and Expenses. The Proposer shall be responsible for the payment of all marketing costs and expenses.

#### E. Auction

1. Registration and Pre-Qualification of Bidders. The Proposer, on the day of the auction, shall pre-qualify, register, and obtain all pertinent information from prospective bidders.

2. Conduct the Live Auction. The Proposer shall conduct the auction with an experience licensed auctioneer.

3. Check-Out Process. The Proposer shall obtain all required documents from the successful bidder including, but not limited to, the following:

- a. The memorandum of sale

- b. All required affidavits
- c. Other documents required by City.

#### F. Consultation with City.

The Proposer shall advise and consult with the City regarding services performed or to be performed by the Proposer at such times as may be mutually convenient to the parties without additional charge to the City. There shall be no charge by any party for such consultations.

#### G. Contents of the Auction Report

The Auction Report shall contain at least the following information.

1. The certifications of the Proposer that
  - (a) to the best of his/her knowledge and belief, everything contained in the Auction Report is true and no relevant or important fact has been omitted; and
  - (b) the Proposer has no past, present, or prospective interest (including that of real estate agent or broker) in the mortgage, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial Auction Report.
2. Copy of Auction Sale Terms.
3. The signature of the Proposer.

#### H. Acceptance of Beginning Bid at a Reserve Selected by the City

The City, in its discretion, may set a minimum bid amount for the Property. The City will provide the Proposer, prior to the date of Auction, the minimum bid amount. The Proposer will not declare the Property sold without the approval of the City.

#### I. Records

The records of the Proposer insofar as they relate to the services described in this RFP shall be on a generally recognized accounting basis. The City, by its Treasurer, Auditor, Comptroller, or other duly authorized representative, shall have a reasonable right to inspect, review, and copy the records of the Proposer relating to the services provided to the City. The Proposer will provide to the City information regarding the high bidder and the second highest bidder (“under bidder”).

#### J. Retention of Auction Record.

The Proposer shall retain a copy of the Auction Report and all records germane to the auction for seven (7) years after delivering the Auction Report to the City, or for seven (7) years after disposition of any judicial proceedings, whichever is later.

#### K. Affidavit Regarding Notice of Auction

Within two weeks after the conclusion of the auction, the Proposer shall prepare, execute, and deliver an affidavit to the City setting forth the following: (i) the details (and copies of) any advertising conducted by the Proposer for the auction and (ii) the names and addresses of any parties to whom notice of the auction was sent.

#### IV. Restrictions

The Proposer shall, in a clear and understandable manner, disclose as required by law any restrictions prior to the opening of bidding at the auction.

#### V. Minimum Criteria

A. In order to be responsive to this request for proposals, the following minimum criteria (“Minimum Criteria”) must be satisfied:

1. The Proposer must have a minimum of three (3) years experience in auctioning real property (both residential and commercial) in Massachusetts.

2. The Proposer shall have previously auctioned properties for at least one (1) Massachusetts municipality within the last three (3) years.

3. The Proposer must have a website which has the capability to provide detailed information about, and pictures of, the Property. The City will provide certain documents related to the auction (such as the Terms of Sale, Memorandum of Sale, etc.) and the Proposer must be able to make these documents available for downloading by the general public through its website. The Proposer’s website must also have the ability to be linked to the City’s website.

4. The Proposer must be knowledgeable of and experienced with the Suburban Boston real estate market.

5. The Proposer is duly qualified and licensed to conduct auctions in Massachusetts and otherwise perform the services described in this request for proposal.

6. The Proposer shall supply the information required by Section VI, Statement of Interest, Qualifications, and Experience, and shall meet all other requirements of this RFP and applicable statutory requirements.

B. Each proposal must clearly state how the Proposer meets the Minimum Criteria set forth in this section. Proposals that do not meet the Minimum Criteria may be rejected.

#### VI. Statement of Interest, Qualifications, and Experience

In order to be responsive to this request for qualifications, the Proposer must provide, at a minimum, the following information:

A. Statement of Interest. A general statement regarding the Proposer’s interest in providing the services described in this request for proposal.

B. A history of the Proposer.

C. A description of relevant experience including auction services previously provided, the nature of the services, auction prices, dates, and locations.

1. Name, title and current business address.

D. Legal Matters. Provide the following information:

1. A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Proposer, any owner of the Proposer, or any employee of the Proposer by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.

2. State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.

E. Client References. The names, addresses, and telephone numbers of three client references. References from government clients are preferred.

F. Other Relevant Information. The Proposer should include any other information that demonstrates the Proposer's qualifications to perform the services described in Section III and otherwise demonstrates satisfaction with the requirements of this RFP. The Proposer should also submit information regarding any special capability or service which may be applicable to the Project.

VII. Fee Proposal

A. Proposers shall submit in a separate envelope (See Section IX) a price proposal outlining total proposed compensation for performance of the services.

B. The fee charged by the selected Proposer for the services rendered shall be paid by the winning bidder at an auction as a "buyer's premium" at the time of closing.

C. The price proposal shall include a flat fee, or a percentage of the sales price (commission), or a combination of the two, or any compensation structure that aligns the interests of the Proposer with the interests of the City.

VIII. Evaluation Criteria

A. Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any Proposer to provide additional supporting documentation in order to verify its response.

Ratings of (i) Highly Advantageous ("HA"); (ii) Advantageous ("A"); (iii) Not Advantageous ("NA"); or (iv) Unacceptable ("U") will be given to each of the following criteria for each Proposer. A composite rating will then be determined. A composite rating of "Highly Advantageous" or "Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below.

1. Extent of Proposer's general real estate auction experience in Massachusetts.

HA- The Proposer has eight (8) or more years of experience auctioning both Commercial and Residential real estate in Massachusetts.

A- The Proposer has at least five (5), but less than eight (8) years of experience auctioning both Commercial and Residential real estate in Massachusetts.

NA- The Proposer has at least three (3) years, but less than five (5) years, of experience auctioning both Commercial and Residential real estate in Massachusetts.

U- The Proposer has less than three (3) years of experience auctioning real estate in Massachusetts or does not have experience auctioning both Commercial and Residential real estate.

## 2. Qualifications and experience of the Proposer's Key Personnel.

HA- The Proposer has demonstrated that each of the Proposer's Key Personnel are highly qualified and each has three (3) or more years of relevant experience auctioning Commercial Properties.

A- The Proposer has demonstrated that each of the Proposer's Key Personnel are qualified and each has at least two (2) years, but less than three (3) of relevant experience auctioning Commercial Properties.

NA- The Proposer has demonstrated that each of its Key Personnel are qualified and each has at least one (1) year, but less than two (2) years, of relevant experience auctioning Commercial Properties.

U- Any of the Proposer's Key Personnel are not qualified or have less than one year of experience in auctioning Commercial Properties.

## 3. Capability and sophistication of the Proposer's website.

HA- The Proposer has demonstrated that it has a sophisticated website that is very "user friendly," can very easily be accessed and navigated by potential bidders and City officials, and has the capability to provide detailed information (including pictures) about the Interest in a Mortgage to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc) and can be linked to the City's website.

A- The Proposer has demonstrated that it has a functional website that is "user friendly," can easily be accessed and navigated by potential bidders, and City officials and has the capability to provide detailed information (including pictures) about the Interest in a Mortgage to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc) and can be linked to the City's website.

NA- The Proposer has demonstrated that it has a rudimentary website that can be accessed and navigated by potential bidders and City officials and has with the capability to provide detailed information (including pictures) about the Interest in a Mortgage to be auctioned which can also allow interested parties to download documents related to the auction (e.g. Terms of Sale, Memorandum of Sale, etc) and can be linked to the City's website .

U- The Proposer does not have a website or has a website that does not meet one or more of the City's capability or functionality requirements.

4. Proposer's knowledge of and experience with the Suburban Boston Commercial real estate market.

HA- The Proposer has recent experience and knowledge with the Suburban Boston Commercial real estate market.

A-The Proposer has relatively recent experience with and knowledge of the Suburban Boston Commercial real estate market

NA- The Proposer has some prior experience with and knowledge of the Suburban Boston Commercial real estate market.

U-The Proposer does not have prior experience with or knowledge of the Suburban Boston Commercial real estate market.

5. Evaluation of the quality, completeness, and appropriateness of the proposed project approach and qualifications of the Proposer described in Section VI, Statement of Interest, Qualifications, and Experience.

HA- The project approach is well explained, complete, appropriate, meets or exceeds all of the requirements of the City and presents unique advantages to the City.

A- The project approach is well explained and complete, meeting, or exceeding in some areas, all of the needs of the City.

NA- The project approach is explained and complete and meets, but does not exceed, the basic requirements of the City.

U- The project approach is not clear or fails to meet the needs of the City.

7. Evaluation of References.

HA- References from three (3) or more clients that state that the Proposer demonstrated a good or excellent level of service.

A- References from at least two (2) clients that state that the Proposer demonstrated a good or satisfactory level of service.

NA- Reference from at least one client that states that the Proposer demonstrated at least a satisfactory level of service.

U- No references.

## IX. General Information

### A. Submission of Proposals

Proposals shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Proposer's

sole responsibility to ensure that its proposal is received at the proper location on or prior to the deadline.

## B. Inquiries

No interpretation of the meaning of the requirements of this RFP will be given out except in response to a written request submitted to:

Purchasing Agent  
Attn: David Gelineau  
Purchasing Department  
191 Cabot Street  
Beverly, MA 01915  
[dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov)  
Fax (978) 921-8301

To be given consideration, any inquiry must be received at least five (5) business days prior to the date for receipt of the proposals specified above. Any and all such interpretations, supplemental instructions or information will be made in the form of written addenda which will be sent to all holders of the RFP who have submitted a Proposer Registration form. The City, in its sole discretion, may decline to provide the information requested. Any addenda so issued shall become part of the RFP.

C. Proposals will be analyzed by an Evaluation Committee. Supplemental information may be requested by the Evaluation Committee and obtained from Proposers. In connection with the evaluation of Proposals, oral presentations may be requested of all or some of the Proposers.

D. In accordance with Massachusetts General Laws, Chapter 30B, § 6, proposals shall be assembled and submitted as follows:

**Basic Proposal (with Form A attached) – which shall include all required items, information, and a detailed Plan of Services explaining how the Project will be implemented, however, the Price Proposal shall not be submitted with the Basic Proposal; and,**

**Price Proposal (with Form B attached) – which shall include only the proposed prices for the services.**

Form A. Basic Proposal and Form B. Price Proposal attached hereto shall be detached and submitted as a cover sheet to the documents prepared by the Proposer for its Basic Proposal or Price Proposal, respectively. The Basic Proposal or Price Proposal shall be submitted in separate sealed envelopes addressed as set forth in Section I.C. Each envelope shall be clearly marked “**AUCTIONEER SERVICES**” **PROPOSAL (BID) NO. 13-055** together with the additional legend “**BASIC PROPOSAL**” OR “**PRICE PROPOSAL**” as appropriate.

Proposal Forms shall be completed in ink or by typewriter. The price of each item shall be stated in words and figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships

shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Proposals by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Proposer may correct, modify, or withdraw its proposal by written notice received by the City at the address specified in Section I.C. prior to the time and date specified for the receipt of proposals. After such time, a Proposer may not change the price or any other provision of its proposal in a manner prejudicial to the City or to fair competition.

As provided in M.G.L. c. 30B, §6, the proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above. Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers. At the opening of proposals, the City shall prepare a register of proposals which shall include the name of each Proposer and the number of modifications, if any, received. The City may open the price proposals at a later time, and shall open the price proposals so as to avoid disclosure to the individuals evaluating the proposals on the basic criteria other than price.

The City shall determine the most advantageous proposal from a responsible and responsive Proposer taking into consideration price and the evaluation criteria set forth in the RFP. The City, in its sole discretion, may condition an award on successful negotiation of revisions to the Proposers Plan of Services as specified by the City in the evaluation. However, Proposers shall not specify items for negotiation in their proposals or otherwise condition their proposals on negotiations of requirements in the RFP, including requirements of the contract. Inclusion of any such condition in a proposal shall be cause for rejection of the proposal.

If the City awards the contract to a Proposer who did not submit the lowest price, it shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the quality of services under the contract will not exceed its actual needs.

As provided in M.G.L. c. 30B, §12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated.

## X. Reservation of Rights

A. The City reserves the right to:

1. Reject any or all proposals.
2. Conduct investigations with respect to the qualification of each Proposer (including a site visit) or to verify documentation submitted.
3. Supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP.

4. Issue additional subsequent solicitations for proposals

5. Reevaluate a proposal or award if substitutions of Key Personnel or other changes proposed prior to execution of the contract.

6. Condition an award of a contract on the successful negotiations of specified revisions to a Proposer's Plan of Services as permitted by M.G.L. C. 30B as the City, in its sole discretion may determine. However, Proposers shall not include items for negotiation in their proposals or otherwise condition their proposals on negotiation of changes to requirements in the RFP or the contract. Inclusion of any such conditions in a proposal shall be cause for rejection of the proposal.

**[END OF THE RFP]**

**FORM A**  
**PROPOSAL FOR AUCTIONEER SERVICES – BID 13-055**

**CITY OF BEVERLY**

**BASIC PROPOSAL FORM**  
**PAGE 1 of 2**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, 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. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from August 1, 2013 to June 30, 2014. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from July 1, 2014 to June 30, 2015. The second renewal term would be for the period from July 1, 2015 to June 30, 2016.

If this Proposal is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the RFP without exception.

The Proposer has, under separate cover, submitted Form B, Price Proposal, which is incorporated into this proposal by this reference.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

**FORM A**  
**PROPOSAL FOR AUCTIONEER SERVICES – BID 13-055**

**CITY OF BEVERLY**

**BASIC PROPOSAL FORM**  
**PAGE 2 of 2**

The Proposer acknowledges receipt of Addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Signature of Proposer:** \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**THIS BASIC PROPOSAL FORM A, WITH THE PROPOSER'S BASIC PROPOSAL ATTACHED, MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE PRICE PROPOSAL. SEE SECTION IX OF THE REQUEST FOR PROPOSALS.**

**FORM B  
PROPOSAL FOR AUCTIONEER SERVICES – BID 13-055**

**CITY OF BEVERLY**

**PRICE PROPOSAL FORM  
PAGE 1 of 2**

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word “Person” shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

**Attached to this Form B is the detailed price breakdown for one or more of the alternative methods of compensation, Method 1, Method 2, and Method 3 required by Section VII.C of the RFP. Proposers must submit prices for one or more alternatives for each of the three (3) contract terms.**

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**Signature of Proposer:** \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer’s authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE BASIC PROPOSAL. SEE SECTION IX OF THE REQUEST FOR PROPOSALS.**

**FORM B  
PROPOSAL FOR AUCTIONEER SERVICES – BID 13-055**

**CITY OF BEVERLY**

**PRICE PROPOSAL FORM  
PAGE 2 of 2**

**PRICE PROPOSAL**

**1. METHOD 1: FLAT FEE:**

The sum of \$ \_\_\_\_\_

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(Price Written in Words)

**2. METHOD 2: COMMISSION:**

\_\_\_\_\_ %

---

(Percent Written in Words)

**3. METHOD 3: ALTERNATIVE COMPENSATION STRUCTURE, IF ANY:**

**4. ANY OTHER FEES, EXPENSES, AND COSTS, OF ANY KIND WHATSOEVER, WHETHER TO BE PAID BY THE CITY OR THE SUCCESSFUL BIDDER, IN ADDITION TO OR INSTEAD OF THE COMPENSATION STATED ABOVE IN METHOD 1, 2, OR 3 MUST BE STATED HEREIN:**

In the event there is a discrepancy between the written in word amount and the numeral amount the lesser amount shall prevail.

## EXHIBIT B

### THIS IS A SAMPLE CONTRACT. THE PROPOSER SHOULD BE WILLING TO SIGN A CONTRACT CONSISTENT WITH THESE TERMS

AGREEMENT BY AND BETWEEN  
THE CITY OF BEVERLY  
AND  
VENDOR

This agreement made and entered into this December, 2013, by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

**Auctioneer Services 13-055** in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay in accordance with attached Exhibit "A"

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

Vendor

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William F. Scanlon, Mayor

As to Appropriation:

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John Dunn, Finance Director