

STATE OF TENNESSEE

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**REQUEST FOR PROPOSALS**

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Real Estate Marketing and Listing Services  
Property: 940 Cherokee Blvd. Knoxville, Tennessee  
PROPOSAL PACKAGE

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TO: Interested Proposers

FROM: State of Tennessee

RE: Real Estate Marketing and Listing Services  
Property: 940 Cherokee Blvd., Knoxville, Tennessee

Enclosed is a bid package for the above captioned property for Real Estate Marketing and Listing Services for property located at 940 Cherokee Blvd. in Knoxville, Tennessee. The State of Tennessee makes no warranties or representations of any kind whatsoever as to the property.

The property is scheduled for advertisement in the Bids/Proposals section of the *Knoxville News Sentinel* on Sunday, January 3<sup>rd</sup>, 2010 and Sunday, January 10<sup>th</sup>, 2010. Bids are due no later than Tuesday, February 11<sup>th</sup>, 2010 at 2:00 pm CT at the State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, Tennessee 37243-0299.

Questions concerning the RFP must be submitted in writing on or before, February 5<sup>th</sup>, 2010, to the attention of Mr. Frank Baugh, State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Tennessee 37243-0299.

Please contact Mr. Frank Baugh at (615) 741-5821 if you need any additional information.

**Real Estate Marketing and Listing Services**

**For**

**Property located at 940 Cherokee Blvd., Knoxville Tennessee**

**Knox County  
Tennessee**

**BY**

***STATE OF TENNESSEE***

**Property is offered "AS IS"**

The State of Tennessee requests sealed bids for Real Estate Marketing and Listing Services property located 940 Cherokee Blvd. in Knoxville, Tennessee in Knox County, Tennessee.

The State will accept sealed bids until 2:00 p.m. CT on, February 11th, 2010 at the address below. The State reserves the right to reject any and all bids.

For a bid package containing the required real estate marketing and listing services and additional information, please contact:

Mr. Frank Baugh  
State of Tennessee  
Office of Real Property Administration  
William R. Snodgrass Tennessee Tower  
22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave.  
Nashville, Tennessee 37243-0299

Phone: (615) 741-5821  
Email: frank.baugh@tn.gov

Questions concerning the RFP must be submitted in writing on or before, February 5th, 2010, to the attention of Mr. Frank Baugh, State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, Tennessee 37243-0299.

**INSTRUCTIONS FOR SUBMISSION OF PROPOSAL  
AS PER THE ENCLOSED REQUEST FOR PROPOSAL (RFP)**

1. **METHOD:** Award is to be by sealed bid method. The State of Tennessee reserves the right to refuse or reject any or all bids.
2. **OPENING:** Proposals will be received until 2:00 p.m. CT on February 11th, 2010. Proposals received after this time and date will be rejected and not considered for award. Proposals may be delivered in person, by United States mail, or other couriers. **FACSIMILE AND ELECTRONICALLY TRANSMITTED (EMAIL) PROPOSALS ARE NOT ACCEPTABLE.** It is the proposer's responsibility to ensure that its proposal is mailed or delivered in sufficient time to arrive at the State of Tennessee Office of Real Property Administration by the submission deadline. Proposals must be submitted in an envelope or package and plainly marked in the lower left-hand corner "REAL ESTATE MARKETING AND LISTING SERVICES, DUE ON, February 11th, 2010, AT 2:00 PM CT" . The envelope or package must contain two (2) sealed envelopes. One sealed envelope must contain the "Marketing" and the other sealed envelope must contain the "Commission". Each sealed envelope must be clearly marked as to its contents. Proposals to be addressed to the State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, Tennessee 37243-0299. **ONLY PROPOSALS FROM REAL ESTATE BROKERS LICENSED IN TENNESSEE WITH OFFICES AND A WELL KNOWN PRESENCE IN KNOXVILLE, TENNESSEE WILL BE CONSIDERED.**
3. **SECURITY DEPOSIT:** Each proposal must be accompanied by a proposal binder in the form of a certified or cashier's check in the amount of five thousand dollars (\$5,000) offered by proposer (to be included in the sealed envelope marked "Marketing"). If the State accepts the proposer's proposal and enters into a Real Estate Marketing and Listing Agreement with the proposer, the bid binder shall be refunded to the broker within thirty (30) days after the commencement of the Agreement. If the successful proposer fails to or refuses to enter into the Real Estate Marketing and Listing Agreement within thirty (30) days of the receipt of the Agreement, then proposer's binder shall be forfeited and the State shall be entitled to retain it. Proposal bid binders shall be returned to the unsuccessful proposer after a Real Estate Marketing and Sales Agreement is executed; but not longer than ninety (90) day.

Questions concerning the RFP must be submitted in writing on or before, February 5th, 2010, to the attention of Mr. Frank Baugh, State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, Tennessee 37243-0299.

4. **AWARD OF BID:** Every proposal shall be binding upon the proposer for ninety (90) calendar days following the deadline for the submission of proposals.

## **REQUEST FOR PROPOSAL**

### **Real Estate Marketing and Listing Agreement**

**For**

**Property located at 940 Cherokee Blvd., Knoxville, Tennessee**

### **PURPOSE OF THIS REQUEST FOR PROPOSAL**

This Request for Proposal (hereinafter referred to as "RFP") is being issued for a Real Estate Marketing and Listing Agreement for property located at 940 Cherokee Blvd, in Knoxville, Tennessee. The Property will offer a wide variety of real estate marketing and listing services consistent with industry practices and in compliance with all applicable laws, insurance requirements and State requirements and policies.

The purpose of the RFP is to define the State's minimum requirements, solicit proposals, and gain adequate information on each proposer. **PLEASE READ ALL SECTIONS TO ENSURE A FULL UNDERSTANDING OF THE REQUIREMENTS TO THE PROPOSER.**

When preparing a solicitation response, the entire RFP package must be referenced for gathering comprehensive contractual commission, services and obligations. The objective of the State is to enter into a Real Estate Marketing and Listing Agreement for a sealed bid disposal of property located 940 Cherokee Blvd., in Knoxville, Tennessee.

The State reserves the right to refuse, reject any and all proposals.

### **GOALS AND OBJECTIVES**

The State of Tennessee is requesting marketing proposals from a full-service Tennessee licensed real estate broker with offices in Knoxville, Tennessee for a twelve month Real Estate Marketing and Listing Agreement, renewable at the sole discretion of the State for an additional one (1) year, for a sealed bid disposal of property located at 940 Cherokee Blvd. in Knoxville, Tennessee. The property is owned by the State of Tennessee and being sold by sealed bid from prospective buyer(s) subject to a possible public notice period and additional State approvals.

### **SCOPE OF SERVICES**

The marketing listing agreement will be awarded to the real estate broker that best demonstrates their marketing ability and presence in the subject property's area by the following criteria:

1. Market presence of active/sold listings for the subject property's zip code area of 37919 (to be included in the sealed envelope marked "Marketing");
2. 2008-09 Residential Closed Sales Report on properties greater than \$1M (to be included in the sealed envelope marked "Marketing");

3. Marketing services your company can provide as the marketing/listing company (to be included in the sealed envelope marked "Marketing");
4. Proposed percentage commission rate – the total commission paid, upon the conveyance of a Quit Claim Deed during the term of the Real Estate Marketing and Listing Agreement, at closing shall be disbursed equally between the listing and selling companies. It is the intent to provide strong monetary commission incentive to the selling company (to be included in the sealed envelope marked "Commission").

Your proposal must also include, but not be limited to, the following:

- a. Subject property analysis (to be included in the sealed envelope marked "Marketing");
- b. Marketing plan (to be included in the sealed envelope marked "Marketing");
- c. Proposed utilization of adverting and publications ; (to be included in the sealed envelope marked "Marketing")
- d. Frequency of advertising (to be included in the sealed envelope marked "Marketing").

### **OBLIGATIONS AND SPECIFICATIONS**

The successful Proposer shall be responsible to provide any and all services of a full service real estate firm. Such services shall include, but not be limited to, being present at all property showings/viewings and/or inspections of the property, the scheduling of all property showings/viewings to qualified buyers, and to act with full responsibility for any and all matters pertaining to the security, protection, and complete oversight/responsibility of the house and property during said showings. The Proposer shall at all times maintain on duty adequate staff of employees during routine showing/viewings of property. The Proposer shall have sufficient staff to provide prompt and efficient service to interested buyers and provide direct feedback to the State in a timely manner. Under no circumstances will the Proposer allow the property to be shown to unqualified buyers or to unauthorized personnel as determined by the State. The State will determine, in consultation with the Proposer, staffing levels to meet satisfactory level.

The Proposer will offer a wide variety of real estate marketing and listing services consistent with industry practices and in compliance with all applicable laws, insurance requirements, and State requirements and policies.

All logos and signs, whether interior or exterior, must be approved by the State prior to installation.

The Proposer will be responsible for all costs associated with the real estate marketing and listing of the property at 940 Cherokee Blvd. in Knoxville, Tennessee. The plans for such services must be submitted to the State as part of your response to this RFP.

The Proposer shall furnish and install at its expense all marketing signs, brochures, lockboxes, etc. required to perform under the agreement. The Proposer shall supply

such tools of the trade as are necessary for marketing the property. All replacement marketing materials shall be the responsibility of the Proposer.

Upon expiration of the agreement, termination or closing, all marketing signs, brochures, lockboxes, etc. supplied by the Proposer not removed in thirty (30) calendar days, may be removed by the State. All State costs for removal, storage, and any other related costs shall be the responsibility of Proposer.

The Proposer is responsible for control of access to the property as well as the security of areas when accessed pursuant to showings.

The Proposer shall be responsible for immediately reporting to the State all information relating to the property for maintenance, damage or break-ins.

The Proposer shall provide written feedback reports or other reports as requested related to property showings, evidence of marketing activities and comparable sale information.

### **OTHER SPECIFICATIONS**

The Proposer agrees that it will not advertise nor promote any connection with the State, or its related entities, or use any identifying marks or property of the State, or its related entities, nor make any representation, either expressed or implied, as to the State, or related entities', promotion or endorsement of the Proposer or any of the Proposer's products and services.

The Proposer must strictly comply with all applicable federal, state, and local laws and regulations.

### **STATE CONTACT**

Interested proposers are to limit all contact regarding the RFP to the below named representative. All questions pertaining to this bid must be in writing to the party listed below (Email is acceptable). Any addenda to this RFP must be issued by the State of Tennessee.

Mr. Frank Baugh  
State of Tennessee  
Office of Real Property Administration  
William R. Snodgrass Tennessee Tower  
22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave.  
Nashville, Tennessee 37243-0299

Phone: (615) 741-5821  
Email: frank.baugh@tn.gov

### **SELECTION**

The State will evaluate proposals and ultimately award the agreement to provide real estate marketing and listing services.

## **AWARD CRITERIA**

Key issues that the committee will evaluate shall include:

1. Market presence of active/sold listings for the subject property's zip code area of 37919 (to be included in the sealed envelope marked "Marketing");
2. 2008-09 Residential Closed Sales Report on properties greater than \$1M (to be included in the sealed envelope marked "Marketing");
3. Marketing services your company can provide as the marketing/listing company (to be included in the sealed envelope marked "Marketing");
4. Proposed percentage commission rate – the total commission paid, upon the conveyance of a Quit Claim Deed during the term of the Real Estate Marketing and Listing Agreement, shall be disbursed equally between the listing and selling companies. It is the intent to provide strong monetary commission incentive to the selling company (to be included in the sealed envelope marked "Commission").

Your proposal must also include, but not be limited to, the following:

- a. Subject property analysis (to be included in the sealed envelope marked "Marketing");
- b. Marketing plan (to be included in the sealed envelope marked "Marketing");
- c. Proposed utilization of advertising and publications (to be included in the sealed envelope marked "Marketing");
- d. Frequency of advertising (to be included in the sealed envelope marked "Marketing").

Specifically, the committee will evaluate all proposals based on the following percentages:

- |   |     |
|---|-----|
| 1. Market presence of active/sold listings for the subject property's zip code area of 37919  | 10% |
| 2. 2008-09 Residential Closed Sales Report on properties greater than \$1M  | 10% |
| 3. Marketing services your company can provide as the marketing/listing company   | 15% |
| 4. Proposed percentage commission rate – the total commission paid, upon the conveyance of a Quit Claim Deed during the term of the Real Estate Marketing and Listing Agreement, shall be disbursed equally between the listing and selling companies. It is the intent to provide strong monetary commission incentive to the selling company. | 50% |
| 5. Depth and breadth all services   | 15% |

## **RIGHT TO NEGOTIATE**

Upon evaluation of the RFP, the State reserves the right to negotiate with the "apparent successful proposer" prior to execution of the agreement, as deemed necessary by the State. Should the State and the "apparent successful proposer" be

unable to reach an agreement, the State reserves the right to negotiate with the “next highest proposer.”

### **THE PROPOSAL PROCESS**

- A. A request for sealed proposals is made available to prospective proposers on, January 3rd, 2010. This RFP is provided as a courtesy to prospective proposers. The State assumes no responsibility for failure to send it to all interested real estate marketing and listing brokers or to the proper individuals at respective organizations and reserves the right to refuse or reject any or all bids.
- B. Proposals must be submitted to the State of Tennessee, Office of Real Property Administration, William R. Snodgrass Tennessee Tower, 22<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, Tennessee 37243-0299 in two (2) separate, sealed envelopes by 2:00 pm (Central Time) on February 11th, 2010.

The first envelope should contain the commission proposal, copies of responses to all specifications contained in the RFP. The second envelope should contain the marketing proposal. All interested parties should submit three (3) copies of each. The State assumes no responsibility for late delivery of any proposal.

- C. Each proposal must be accompanied by a proposal binder in the form of a certified or cashier’s check in the amount of five thousand dollars (\$5,000) offered by proposer (to be included in the sealed envelope marked “Marketing”). If the State accepts the proposer’s proposal and enters into a Real Estate Marketing and Listing Agreement with the proposer, the bid binder shall be refunded to the broker within thirty (30) days after the commencement of the Real Estate Marketing and Listing Agreement. If the successful proposer fails to or refuses to enter into the Real Estate Marketing and Listing Agreement within thirty (30) days of the receipt of the Agreement, then proposer’s binder shall be forfeited and the State shall be entitled to retain it.
- D. Every proposal shall be binding upon the proposer for ninety (90) calendar days following the deadline date for the submission of proposals.

Upon evaluation of the RFP, the State reserves the right to negotiate with the “apparent successful proposer” prior to

execution of the agreement, as deemed necessary by the State. Should the State and the “apparent successful proposer” be unable to reach agreement, the State reserves the right to negotiate with “next highest proposer”.

- E. All proposals should be complete and concise and reflect the most favorable terms available from the proposers. The State may request oral presentations or discussions with any or all proposers for the purpose of clarification or to amplify the material presented in the proposal(s). Such presentations would be held in Knoxville.

# **STANDARD TERMS AND CONDITIONS**

## **1. AGREEMENT TERM**

The proposed Real Estate Marketing and Listing Agreement term is for one (1) year, renewable at the State's discretion for an additional one (1) year.

## **2. CANCELLATION**

The State may for convenience remove the property from the market at any time by providing written notice to the Proposer. Said notice shall commence on the day after the date of mailing.

## **3. COMPLIANCE WITH APPLICABLE LAWS**

The Proposer must strictly comply with all applicable federal, state, and local laws.

## **4. PROPERTY IMPROVEMENTS, REPAIRS AND ALTERATIONS**

The State reserves the right to take the property off the market, for convenience, to make improvements, repairs and alterations.

## **5. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

1. The Proposer shall agree to defend, indemnify, and hold the State harmless from and against any claims, damages, losses, costs, and expenses, including attorney fees, relating to or arising from the acts or omissions of the Proposer under the Real Estate Marketing and Listing Agreement.
2. The Proposer agrees to provide the appropriate insurance, licenses and other coverage that it deems necessary.

## **6. FORM OF LISTING AGREEMENT**

The Real Estate Marketing and Listing Agreement will be prepared on the State's Listing Agreement form. (See Exhibit A).

## **7. COMMISSION**

Commission shall be paid upon the conveyance of a Quit Claim Deed during the term of the Real Estate Marketing and Listing Agreement.

**EXHIBIT A**

**REAL ESTATE MARKETING AND LISTING AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the State of Tennessee, "Owner", and \_\_\_\_\_, hereinafter called "Broker".

1. Owner hereby grants to Broker the opportunity to market and sell the real estate located at **940 Cherokee Blvd. Knoxville, Tennessee** for a period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and expiring on the \_\_\_\_\_ day of \_\_\_\_\_.
2. The real estate is further identified as: Tax Map **108PD007**
3. Owner agrees to pay Broker the rate of commission of ( %) of the gross selling price. It is the intention of the Owner to sell the property by sealed bid method. Any commission earned is contingent upon the transaction contemplated herein closing and commission shall be paid at closing.
4. Broker may place this listing with the Multiple Listing Service, may cooperate with other Brokers and their sales associates and may equally divide the stated compensation with other agents and shall use Broker's best efforts to procure a buyer for the property. Broker is authorized to place "for sale" signs on the property subject to the subdivisions Covenants and Restrictions. Owner will assist Broker in any reasonable way in selling the property. Broker shall quote and advertise the property exclusively as a sealed bid sale. Broker shall refer all interested parties to the Owner for a copy of the Sealed Bid Package.
5. If the property is sold within term of this Agreement then the aforesaid compensation shall be payable to Broker. Broker acknowledges that this Agreement does provide a carry-over period.
6. At the time of closing and upon delivery of purchase price, Owner will furnish the purchaser a Quit Claim Deed. The Owner has the authority to execute this contract and sell the property.
7. Additional Provisions:
  - a. The Broker shall comply with all applicable Federal and State laws and regulations in the performance of the Agreement.
  - b. The property is available to any prospective Purchaser regardless of race, color, sex, religion, national origin or ancestry, familial status or handicap.
  - d. Broker is authorized to disclose all information pertaining to the Real Estate to all parties involved with its marketing and/or sale.
  - e. The parties agree that this contract constitutes their entire Agreement and the Standard Terms and Conditions of the Request for Proposal are incorporated by reference herein and are apart hereof. No oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by both parties and shall be attached to this original Agreement and all other copies hereof.
  - f. The Broker agrees to provide the Owner with marketing updates. Including but not limited to the number of showings with results and comments from each showing, marketing evidence (newspaper ads, Real Estate books etc.), suggestions or recommendations.

Owner:  
State of Tennessee

Broker: \_\_\_\_\_  
Real Estate Company

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: Broker