

COTTONWOOD HEIGHTS
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

Request for Statements of Qualifications

Real Estate Brokerage Services

The Community Development and Renewal Agency (“Agency”) of the city of Cottonwood Heights (“City”) owns fee title to the “Hillside Plaza Shopping Center” consisting of approximately ten acres of ground (the “Property”) located on the Southeast corner of the intersection of 2300 East and Fort Union Blvd. in City. This site is located within a larger ‘town center’ redevelopment area, encompassing approximately 70 acres of commercial area near the site. Agency intends to redevelop the Property into a mixed-use town center project containing various public, commercial, and residential uses. The city also envisions future redevelopment of the surrounding area.

To facilitate and further such proposed redevelopment, by this request (this “Request”) Agency is soliciting statements of qualifications (“SOQs”) from qualified, licensed real estate professionals (“Broker”) to assist Agency with specific real estate acquisition, sale and/or leasing transactions within and/or near the Property as designated by Agency from time to time (the “Transactions”). The services so provided by Broker may collectively be referred to in this Request as the “Project.”

1. **Qualifications.** Broker shall be a Utah-licensed real estate broker (or, if legally permissible in view of the nature of the services to be rendered, a Utah-licensed real estate agent) in good standing with the Utah Division of Real Estate and all other applicable bodies. Preference may be given to applicants with significant actual experience in similar redevelopments and/or mixed-use projects.

2. **Term.** Broker shall serve for the term established in the resolution approving the appointment, which shall not exceed 5 years. Broker is subject to removal by Agency at any time with cause. For example, Broker may be removed if Agency determines that any condition or relationship exists which may prevent the Broker from performing its duties with appropriate expertise and impartiality. Broker also may be removed by Agency without cause upon at least ten days’ prior written notice. Broker shall be entitled to all unpaid compensation accrued prior to the effective date of termination.

3. **No Joint Agency.** Broker shall represent only Agency’s interests in Transactions involving realty in or near the Property. Broker may not act as “dual” or “joint” agent for any other party to any Transaction(s), and otherwise shall represent Agency’s interests solely and to the best of Broker’s professional abilities.

4. **Compensation.** Broker shall be paid on a sales/leasing commission basis in connection with the closing of any qualifying purchase, sale or lease Transactions as is customary in the Utah realty sales industry, splitting any earned sales commission with all other realtors involved in the transaction on the usual, commercially reasonable, basis. Any commission to be paid by Agency for sale or lease of any portion of the Property shall be specified in a separate

listing agreement between Agency and Broker entered into at such time as Agency determines to pursue such sale or lease.

5. **Schedule.** Agency anticipates the following schedule for this selection process:

<u>Event</u>	<u>Date</u>
Request for SOQs Issued	19 July 2024
Submission Deadline	2 August 2024, 5:00 p.m.
Interview Selected Submitters	Week of August 5, 2024
Select Broker	20 August 2024

5. **Submission Requirements.** Responses to this Request are required to be submitted in triplicate to Paula Melgar, Agency’s secretary, at Agency’s address specified above no later than 5:00 p.m. (MST) on 2 August 2024. An electronic copy of each response also is due by the same deadline, emailed to pmelgar@ch.utah.gov. No late responses will be accepted. Printed materials shall be 8 ½” x 11”, portrait format. Charts may be in 8 ½” x 14” landscape style format. Each responsive submission must include the following:

(a) **Firm Qualification and Relevant Experience.** Describe, in sufficient detail, the submitter’s qualifications and experience with similar projects. Provide references and contact information concerning such similar projects.

(b) **Project Team.** Identify, in an organizational chart format, the personnel to be assigned to the Project. Submit resumes for key personnel. Include a statement of commitment for non-substitution of key personnel without Agency’s prior written consent. Describe, in sufficient detail, local and home office support facilities and resources the submitter will provide to complete the Project. Response to this paragraph should emphasize personnel resources, in-house expertise, facilities and services.

(c) **Compensation.** Detail the submitter’s compensation requirements.

(d) **Proposed Approach.** Describe, in sufficient detail, how the submitter would satisfy the requirements of the Project.

(e) **Actions.** Summarize any disciplinary actions, suits by or against the submitter or related entities during the past three years.

(f) **Clearly Marked.** The submission must be clearly marked as: “Statement of Qualifications for Real Estate Brokerage Services for Cottonwood Heights.”

(h) **Length.** The submission shall not exceed 15 pages.

All submissions shall become the property of Agency. Any proprietary information contained in the submission must be clearly marked and delineated. Agency may release any information

contained in the submission that is not marked and delineated as proprietary following selection of Broker.

6. **Identification of Anticipated Potential Problems.** The submission also should identify and describe any potential problems or recommendations with respect to the Project.

7. **Evaluation Criteria and Selection Process.** Submissions submitted in response to this Request will be reviewed and ranked by a selection committee (which shall include three or more of Agency's CEO, City's Community and Economic Development Director, members of of Agency's governing body (the "*Board*"), and other Agency or City officers and employees) on the basis of the following factors, weighted as indicated below:

<u>Factor</u>	<u>Weight</u>
Qualifications and relevant experience	40%
Project team	25%
Compensation	15%
Proposed approach	15%
Adverse actions	5%

One or more submitters may be invited to interview. The selection committee's recommendations will be forwarded to Agency's CEO who will make the final selection following consultation with the Board.

8. **Terms of Contract.** The successful applicant will be required to enter into a written Consulting Agreement with Agency to provide the services contemplated herein. Agency's attorney's office, working with the selected submitter, will negotiate the agreement. All provisions of the agreement will be in compliance with applicable laws, rules and regulations. Among other provisions, the Consulting Agreement shall include express representations and warranties by Broker that (a) Broker will represent only Agency's interests in any Transaction or otherwise concerning the Property and its contiguous surrounding realty, and (b) except for any earned commissions arising from representing Agency's interest in any Transactions as provided above, Broker will be financially disinterested from all effects of Agency's ultimate decision(s) concerning purchase, sale or lease of any realty within the Property or contiguous to it.

9. **Suspension of Process, Etc.** Agency reserves the right to reject any and all responses to this Request, to waive any requirement set forth in this Request, and to accept any proposal deemed to be in the best interest of Agency, subject to legal requirements. Response to this Request is at the submitter's sole risk and expense, and Agency shall not be liable for any cost associated with preparation by any party of any proposal submitted in response to this Request. Although Agency anticipates selecting one of the responding proposers, there is no guaranty that any responding proposer will be selected or that the Project will be commenced or completed. Agency also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Agency's best interest. In no event shall Agency have any liability for the cancellation of the award.

10. **Special Important Information.** The following information is provided:

(a) *Insurance Coverage.* Insurance coverage will be required in accordance with City's standard requirements (attached). Each proposer should thoroughly examine such insurance requirements and shall include appropriate proof of insurance certificates with its proposal. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

(b) *Contact Person.* For further information, contact Paula Melgar, Records, Culture & HR Department Director, at (801) 944-7021.