

August 15, 2025

Commercial Broker Specialist:

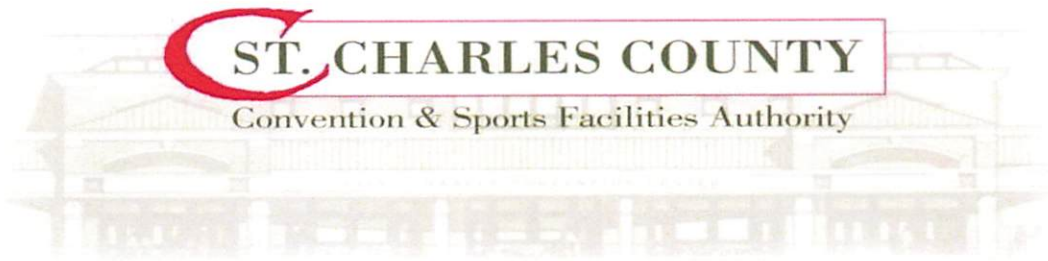
The St. Charles County Convention & Sports Facilities Authority ("the Authority") is seeking qualified Commercial Real Estate Brokers to consult with regarding the marketing and potential sale of the Authority's real estate. Please note that the Authority is a separate Missouri State political subdivision that is not a part of the St. Charles County government.

Following is a Request for Qualifications ("RFQ"), being issued by the Authority, which will provide all the necessary detailed information and instructions for submissions. Qualifications Statements will be due to the Authority by 5:00 p.m. on September 15, 2025.

Sincerely,

St. Charles County Convention & Sports Facilities Authority

Enclosures



REQUEST FOR QUALIFICATIONS (RFQ):

1. Overview:

The St. Charles County Convention & Sports Facilities Authority ("the Authority") is a separate Missouri state political subdivision that is not a part of the St. Charles County government. The Authority is seeking qualified Commercial Real Estate Brokers to consult with regarding the sale of the Authority's real estate.

1.1 Purpose of the RFQ:

This is a Request for Qualifications to consult with the Authority on the marketing selling, leasing, and/or development of approximately 4 acres of the Authority's real estate adjoining Beverly Drive, Clearview Drive, and Veteran's Memorial Parkway in St. Charles, MO, and any other real estate owned by the Authority that the Authority may wish to add to the Submitter's services. This Request is not for a Listing Agreement between the Authority and the Broker at the present time. Nothing in this RFQ, or resulting consulting agreement, shall obligate the Authority to market properties with the Broker. The marketing of select Authority-owned properties shall be at the Authority's sole discretion.

1.2 Due Date:

Qualifications Statements will be due to the Authority by 5:00 PM on **September 15, 2025**. The Authority will review submittals received and will select qualifying submitters for an in-person interview. The Authority may select one, or more, submittals to negotiate with to assemble the most qualified Broker services.

1.3 Compliance with Instructions:

When responding to this RFQ, please follow all instructions carefully. Please submit contents according to the outline specified. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

1.4 General Requirements:

The Authority reserves the right to reject any or all submittals. The Authority also reserves the right to reconsider any qualification submitted at any phase of the procurement. It also reserves the right to meet with select Submitters at any time to gather additional information.

Qualifications will be received by the Authority at the date/time noted in section 1.2. At that point, the Authority will close the receipt of submittals and begin the evaluation process. The Authority, at its option, may disclose the name(s) of any organizations being considered or elevated during the process. Submitters are not to contact any Authority staff or Authority commissioners in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFQ process. As information becomes available and is relevant for release, that information will be shared with Submitters.

Submitter shall clearly identify any deviations from the specifications in this RFQ.

Any questions related to the RFQ shall be submitted to Diane Tocco, Authority Administrator, at the contact information in Section 4.5 below. In the event it is necessary to revise any portion of this RFQ, addenda will be provided to all proposers who received the original RFQ. If you received this RFQ by means other than the bid system, addenda will be available on the Authority's website at:

<https://stcharlescountycsfamo.gov/>

2. Scope of Work:

2.1 Project Description:

The Authority is seeking a highly qualified Commercial Real Estate Broker(s) to assist in finding the appropriate valuation of, and potential purchasers for approximately 4 acres of land. The objective of the Authority is to seek purchasers who complement the Authority's statutory mission, including the St. Charles Convention Center, i.e. hotel(s), restaurant(s), etc.; and return the highest value to the Authority.

2.2 Scope of Services. The Services sought by the Authority include:

Provide a marketing plan and market select Authority-owned property(ies) to end users;

Include any required listing agreements that Firm would require Authority to sign for marketing/listing of Authority-owned property(ies);

Assist the Authority in attracting, discussing and positioning businesses on, or in proximity to, the Authority's real estate;

Provide input on land use, marketability, opportunities, etc.;

Provide valuations for the Authority's properties;

Provide assistance with obtaining appraisals from qualified appraisers for the value of the Authority Property.

Provide after-sale services such as money transfer and closing costs (including utilization of a title company);

Market analysis used to determine listing prices and fair market values for each property.

Creation and placement of signage marketing the Authority's properties; and

Advertising for marketing the Authority's properties.

Work with the Authority to identify assemblages, repurposing, or repositioning of land/property owners/users;

Introduce potential redevelopment options/opportunities to developers and end users; and

Coordinate efforts with the Authority on whether any incentive mechanisms may be useful in certain redevelopment opportunities.

All services must meet or exceed stated specifications. Services not meeting these standards will be rejected.

2.3 Minimum Requirements:

The Submitter must have a deep understanding of local market dynamics regarding land sales in and around the surrounding St. Charles County area. Superior communication skills, and negotiation abilities a must. A proven track record and connections with hotel sales would be an advantage.

3. Form of Proposal

The Submitter shall submit proposals in the format described below. Proposals should be prepared as simply as possible, providing a straightforward, concise description of the Submitter's capabilities to satisfy the requirements of this RFQ.

The Proposal should be organized in sections as follows:

Tab 1: Broker Background and Experience. Provide the following information about Firm's experience and services. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

A. Broker name and Company Name

Address

Telephone Number

Email Address

Name of Single Point of Contact to Discuss Proposal

Name/Signature of Person with Binding Authority to Enter into Contracts

B. Cover Letter/Summary of Firm's demonstrated capability to provide Consultant Services as described in the RFQ. Include a brief summary of your history and capabilities. The letter must attach a completed Proposal Form signed by a person with authority to bind the Submitter to contracts.

Tab 2: Scope of Work Information. Submit responses to each item listed under the Scope of Work. Describe relevant past projects, including client references and contact information. Provide examples of work that demonstrate the firm's relevant expertise

Tab 3: Staff Information. Provide a list of individuals who will be working on this project and indicate the functions that each will perform. Provide resumes of the individuals who will be assigned to the project.

Tab 4: Cost Proposal. Provide a cost estimate to fulfill the obligations of this RFQ. Please provide a complete list of all anticipated costs (i.e. annual fee payable in equal monthly installments, cap on fees for incidental expenses, percentage fee for placing end users in select Authority-owned properties, etc.) State the Submitter's proposed compensation for consultation services separately for a potential Listing Agreement for the Property.

Tab 5: References. Provide at least five (5) professional references of similar scope. Each reference shall include:

- **Company Name**
- **Company Address**
- **Contact Name & Title**
- **Phone Number**
- **Email Address**
- **Project Description**
- **Length of Service**

Tab 6: Proposed Contract Documents. Provide a sample contract or sample listing agreement between your firm and the Authority. The Submitter shall enter into a contract that includes all of the representations and information submitted with the proposal. This RFQ document shall become an integral part of the contract between the Authority and the Submitter.

4. Submission Instructions:

4.1 To receive consideration, submittals shall be made in accordance with the following general instructions:

- a. The completed submittal shall be without alterations or erasures and shall be enclosed in a sealed envelope and delivered to the Authority's offices as indicated below.
- b. No oral or telephonic submittals will be considered.
- c. The submission of a submittal shall be an indication that the Submitter has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the Authority, including all terms and conditions contained within this RFQ.
- d. A submittal may not be changed after the designated deadline for submission of submittals.

4.2 Label or mark the outside of the sealed submission envelope "RFQ for Authority REAL ESTATE MARKETING CONSULTANT".

4.3 Number of Copies: 7 hard copies and one digital copy (in .pdf format via email).

4.4 Submission Deadline: **Monday, September 15, 2025 by 5:00 PM.**

4.5 Submission Address:

In person:

Diane Tocco, Administrator
St. Charles County Convention & Sports Facilities Authority
%St. Charles Convention Center
One Convention Center Plaza
St. Charles, MO 63303

Mailing address:

Diane Tocco, Administrator
St. Charles County Convention & Sports Facilities Authority
P.O. Box 858
St. Charles, MO 63302

Email address:

dtocco@stcharlescountycsfamo.gov

5. Selection.

- 5.1** All submittals received by the specified deadline will be reviewed by the Authority for content, including but not limited to fee, related experience, and professional qualifications of the submitting consultants. The award will be made to the most qualified brokers/firm(s) as determined by the Authority's Board of Commissioners.
- 5.2** The Authority may, during the evaluation process, request from any Submitter additional information which the Authority deems necessary to determine the Submitter's ability to perform the required services. If such information is requested, the Submitter shall be permitted three (3) business days to submit the information requested.
- 5.3** An error in the submittal may cause the rejection of that submittal; however, the Authority may, in its sole discretion, retain the submittal and make certain corrections. In determining if a correction will be made, the Authority will consider the conformance of the submittal to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the Submitter's intent is clearly established based on review of the complete submittal, the Authority may, at its sole option, correct an error based on that established content. The Authority may also correct obvious clerical errors. The Authority may also request clarification from a Submitter on any item in a submittal that Authority believes to be in error.
- 5.4** The Authority reserves the right to select the submittal(s) and select certain Submitters for potential future services which, in its sole judgment best meets the needs of the Authority. The Authority also reserves the right to select only one, or alternatively, multiple qualified submittals. The Authority also makes no guarantee of any, or equal, amounts of work to any selected submitter.
- 5.5** Failure to furnish all information or to follow the proposal format requested in this RFQ may disqualify the proposal. The Authority reserves the right to accept one or more proposals without discussion and without conducting further negotiations. Under such circumstance, the formal acceptance of a proposal by the Authority by Resolution shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The Authority may also, at its discretion, have discussions with those Submitters that it deems to fall within a competitive range. The Authority may enter into negotiations separately with such Submitters. Negotiations with a Submitter may continue with a Submitter that the Authority has tentatively selected to award a contract to. The Authority shall not be deemed to have finally selected a Submitter until the elected board approves awarding the funding. The Authority may also choose to not recommend funding for any Submitter, or choose not to proceed with awarding funds through this process

- 5.6 All firms responding to this RFQ will be notified of their selection or non- selection after the evaluation committee has completed the selection process and entered into one or more contracts with selected submitter(s).
- 5.7 Finalist Interviews. After initial screening, the Authority may, but is not required to, select those Submitter(s) deemed most qualified for this project for further evaluation. Interviews of these selected Submitters may be conducted as part of the final selection process.

6. Rules and Regulations.

- 6.1 The issuance of this solicitation does not constitute an award commitment on the part of the Authority. All costs and expenses associated with the preparation of this submittal shall be borne by the Submitter. The Authority will not be responsible for any expenses incurred by any Submitter in the development of a response to this Request for Proposal or any other activities associated with this proposal including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the Authority and/or its representatives.
- 6.2 Authority reserves the right to reject any or all submittals or portions thereof if the Authority determines that it is in the best interest of the Authority to do so. Further, The Authority shall reserve the right to cancel this process prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Submitter, even if the Authority has formally selected a Submitter.
- 6.3 The Authority may waive any deviation, defect, or irregularity in a submittal. The Authority's waiver shall in no way modify the RFQ requirements nor excuse the successful Submitter from full compliance with any resultant agreement requirements or obligations.
- 6.4 Upon submission, all submittals shall be treated as confidential documents until the selection process is completed. Once an agreement is executed with the successful Submitter(s), all submittals shall be deemed public record. In the event that a Submitter desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the Submitter to clearly identify those portions with the word "Confidential" printed on the top right-hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the submittal to facilitate public inspection of the non-confidential portion of the submittal. The Authority will consider a Submitter's request for exemptions from disclosure; however, the Authority will make its decision based upon applicable laws. An assertion by a Submitter that the entire submittal, large portions of the submittal, or a significant element of the submittal, are exempt from disclosure will not be honored and the submittal may be rejected as non-responsive.

- 6.5 Submitters are advised that the Authority does not wish to receive confidential or proprietary information, and those Submitters are not to supply such information except when it is absolutely necessary. If any information or materials in any submittal submitted are labeled confidential or proprietary, the submittal shall include the following clause:

“Legal name of Submitter] shall indemnify, defend and hold harmless the Authority, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' arising out of, concerning or in any way involving any materials or information in this submittal that [legal name of Submitter] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

- 6.6 All responses, inquiries or correspondence relating to, or in reference to, this RFQ, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the proposers shall become the property of the Authority when received. Selection or rejection of a proposal shall not affect this right. The Authority shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFQ. Selection or rejection of a proposal shall not affect this right.

7. Non-disclosure of St. Charles County Convention and Sports Facilities Authority Information.

The Submitter and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the Authority.

8. Non-liability of Authority.

The Authority shall not be liable for any precontractual expenses incurred by the Submitter or selected contractor or contractors. The Authority shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

9. Lobbying.

Any party submitting a submittal or a party representing a Submitter shall not influence or attempt to influence any member of the selection committee, any member of the Authority, or any employee or consultant of the Authority, with regard to the acceptance of a submittal. Any party attempting to influence the RFQ process through ex-parte contact may be subject to rejection of their submittal.

10. Non-Discrimination Policy

The Authority advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. The St. Charles County Convention and Sports Facilities Authority fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please go online at: <https://www.justice.gov/crt/fcs/complaint-process>

11. Non-Appropriation.

Notwithstanding other terms to the contrary, the Authority's obligation to pay the Contract Price and the Vendor to provide goods or services shall immediately cease for any fiscal year in which the Authority, for any reason, does not appropriate funds for the Contract, or any of its renewals.

12. Retention of Submitter Material.

Any and all information submitted in conjunction with this RFQ and the evaluation process will not be returned to the Submitter. All proposals become the property of the Authority upon receipt. Selection or rejection of a proposal shall not affect this right. The Authority shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFQ. Selection or rejection of a proposal shall not affect this right.

13. Conflict of Interest.

By submission of a response, the Submitter agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Submitter's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Authority. Submitters shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Authority, in consultation with legal counsel, may reject their proposal.

14. Assignment.

No assignment of the Submitter's obligations or the Submitter's right to receive payment hereunder shall be permitted without prior written consent of the Authority. The Submitter may not sell, assign, transfer or convey the contract resulting from this RFQ, in whole or in part, without the prior written approval from the Authority.

15. Indemnification.

The Submitter will indemnify and hold the Authority harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the Authority to the extent it is caused by the negligence of Submitter, its sub-Submitters, or their employees or agents, while performing duties under this Agreement, provided that the Authority gives the Submitter prompt, written notice of any such claim or suit. The Authority shall cooperate with Submitter in its defense or

settlement of such claim or suit. This section sets forth the full extent of the Submitter's general indemnification of the Authority from liabilities that are in any way related to Submitter's performance under this Agreement.

16. Independent Contractor.

It is understood that in the performance of any services herein provided, the Submitter shall be, and is, an independent contractor, and is not an agent or employee of the Authority and shall furnish such services in its own manner and method, except as required by written and approved contract properly executed by the Authority. Further, the Submitter has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Submitter in the performance of the services to the Authority. The Submitter shall be solely responsible for, and shall indemnify, defend, and save the Authority harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

17. Payment.

Payment for the project funded pursuant to the Agreement resulting from this RFQ shall be made in amounts and at times set forth in a subsequent agreement approved and properly executed by the Authority. The contractual agreement shall have a clause regarding agreement validity based upon acknowledgment that the Authority is a governmental entity and any agreement validity is based upon the availability of public funding under the Authority's statutory mandate. Notwithstanding other terms to the contrary, the obligation of the Authority under any Agreement shall cease immediately for a fiscal year in which the Authority does not, for any reason, appropriate funds for this Agreement or any of its renewals.

18. Governing Law.

This RFQ and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Missouri. Should any portion of any contract be in conflict with the laws of the State of Missouri, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

19. Confidential Information/Public Records Law.

The Authority assumes no responsibility for confidentiality of information offered in a proposal. The Authority, and the responses to this RFQ, are subject to Missouri's Open Records Law RSMo. §610.010 et seq. The RFQ does not intend to elicit proprietary information. The Authority reserves the right to share any information submitted in response to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process.

However, if a Submitter chooses to include information it believes to be proprietary that it does not wish to be made public, Submitters are requested to identify specifically any information contained in their Proposals that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure of the Submitter to cite specifically to the applicable law exempting

disclosure under the Open Records Law with a statement of supporting reasons, may result in disclosure of such information. Submitters must identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary" and placing it in a sealed envelope. This requirement also applies to any electronic copy that is to be submitted. If the Authority disagrees that the material is exempt, the Authority will either return the material or inquire if the Submitter wishes to have the Authority consider the material as an open record. If the Authority agrees that the material is exempt and treats it as a closed record, in the event that a request for inspection is made under public records law, the Submitter will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information. By submitting such materials, the Submitter agrees to hold the Authority harmless from any and all costs and attorneys' fees incurred in such actions or lawsuits.

20. Compliance with Laws and Regulations and Policies

Submitter must comply with all applicable State and Federal Laws. In the event that any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Submitter to notify the Authority at once, indicating in its letter the specific regulation which required such alterations. The Authority reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

In consideration of signing any contract with the Authority pursuant to this RFQ, and as a condition of funding, the Submitter, its agents, officials, employees, and servants shall agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with respect to the project for which funding is being requested.

21. Insurance

In order to be considered, all finalists will be required to demonstrate proof of Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Worker's Compensation Insurance, and/or any other insurance appropriate to the work undertaken; or otherwise demonstrates financial responsibility appropriate to the work undertaken.

22. Lawful Presence.

Each Submitter shall comply with RSMo. §285.525-285.550 regarding enrollment in a federal work authorization program with respect to the employees proposed to work in connection with the services requested by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the Submitter/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

Each Submitter acknowledges that the selection of any Proposal and/or awarding of any contract must comply with RSMo. §208.009, which requires providing the Authority with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the Authority awarding the contract.

23. Israel Boycott Certification.

Pursuant to RSMO. §34.600, the Submitter certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. Section 4842 or a regulation issued pursuant to 50 U.S.C. Section 4842.

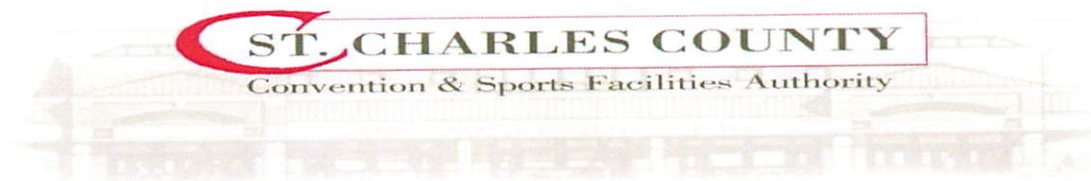
24. Acceptance

Submission of any proposal indicates a Submitter's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal.

25. Cancellation.

The Authority has the discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re- advertise with either the identical or revised information, if it is deemed to be in the Authority best interests to do so. The Authority reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Submitters if it is deemed in the Authority's best interest. Moreover, the Authority reserves the right to make no selection if proposals are deemed to be outside the fiscal constraints, or not in the best interest, of the Authority.

END OF RFQ



QUALIFICATIONS FORM

Consultant Services for Real Estate Marketing, Planning & Redevelopment for the St Charles County Convention and Sports Facilities Authority

The signature of Submitter indicates that Submitter understands and will comply with all terms and conditions and all other specifications made a part of this Request for Qualifications and any subsequent award or contract. All terms, conditions and representations made in this RFQ will become an integral part of the contract.

In compliance with this Request for Qualifications Number 4581 and to all the conditions imposed herein, the undersigned offers and agrees to provide Consultant Services for the St Charles County Convention and Sports Facilities Authority, in accordance with the specifications contained in the RFQ Consultant Services for Real Estate Marketing, Planning & Redevelopment.

Qualifications Form must be signed by authorized representative and attached to Firm's Cover Letter in Tab 2.

Indicate form of Submitter:

- ☐ Sole Proprietor
- ☐ Limited Liability Company (Attach a Copy of Annual Registration Report with Qualifications)
- ☐ Partnership
- ☐ Corporation (Attach a Copy of Annual Registration Report with Qualifications)
- ☐ Other: _____

Full Legal Name of Submitter: _____

Street Address: _____

City/State/Zip Code: _____

Telephone: _____

Website address: _____

Email address: _____

Signature: _____

Date: _____

Name: _____

Title: _____