
GREENWOOD REDEVELOPMENT COMMISSION
REQUEST FOR INFORMATION REGARDING
ACQUISITION AND DEVELOPMENT OF
102 SOUTH MADISON AVENUE

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1. INVITATION

The Greenwood Redevelopment Commission (the “GRDC”) invites interested parties (the “Offerors”) to submit proposals for the acquisition and development of two parcels of real property generally located at 102 South Madison Avenue which are depicted in the attached Planning Exhibit (the “RFI Parcels”). The RFI Parcels are currently owned by the GRDC. The GRDC is seeking development concepts and proposals on behalf of and in partnership with the City. Proposals must be submitted in conformance with this Request for Proposals (“RFI”) by or before June 14th, 2024 (the “RFI Submission Deadline”). Development concepts may include the real property generally located at 327 West Pearl, though submitting parties should recognize that such parcel is not owned nor controlled by the GRDC and any acquisition thereof would thus be negotiated separately with the current owner.

2. BACKGROUND

Since 2012, the City of Greenwood ("City") has grown substantially both in population and geographic boundaries. As the City has expanded, its historic core has experienced a resurgence. The Old Town District (“Old Town ”), located in the heart of the City, has benefited from substantial public and private investment and is home to the properties offered in this request for proposal.

Old Town is a historic, mixed used district where people live, work, shop, dine and play. Anchored by commercial and residential districts, Old Town blends mid-19th century buildings with easy access to Interstate 65 and US 31.

Old Town includes three large municipal parks, the City's municipal offices, independent restaurants and bars and an expanding trail system. The Greenwood Amphitheater is located in Old Town and welcomes over 2,000 guests nearly every weekend in the summer season. Freedom Fest, one of the largest festivals in Central Indiana, hosts 50,000 in Old Town in the last weekend of June. Kid City, operated by the Greenwood Parks Department, and the Greenwood Public Library provide innovative indoor programming for families year round.

Since 2014, nearly Seventy Million Dollars (\$70,000,000) of public funds have been invested in the district. From reimaged parks, facility renovations, and utility replacements the City has demonstrated its commitment to the neighborhood. These investments have further catalyzed organic growth in Old Town driven by a renewed interest in authenticity and connectivity. These improvements include:

1. Renovation of the former National Bank of Greenwood to be the current City Center building,
2. Installation of Streetscapes on Madison Avenue, construction of Surina Way, and two parking lots
3. Renovation of Old City Park,
4. Completion of a façade matching grant for building restoration and beautification,
5. Traffic improvements on Main Street, Smith Valley Road, Madison Avenue, and Meridian St and
6. Construction of Greenwood Fieldhouse and redevelopment of 523 South Madison

Accordingly, as part of the community-wide effort to meet the needs of its existing citizens, while encouraging businesses and residents to grow and expand in Old Town, the GRDC is seeking proposals for development of buildings with (a) commercial/office space with retail and/or residential space, (b) exclusively commercial office space, (c) exclusively retail space (d) exclusively residential. Offerors are invited to submit proposals to acquire and develop one or both of the RFI Parcels. The community’s vision

for this property is detailed in the Planning Exhibit. Offerors may propose alternate designs for the space.

3. PROJECT DESCRIPTION

Priorities for the Development of the Parcels

The community's priorities for development of the RFI Parcels include the following:

- A. Construction of a mixed used and/or commercial building(s) on the parcels.
- B. Creative new uses that add vibrancy to the Old Town District
- C. Construction may be multiple stories
- D. Project construction to commence in the fall of 2024 and be completed by or before December 31, 2026.
- E. Orientation of Buildings. Buildings should be oriented in a manner similar to that which is depicted in the site plans and massing models contained in the planning documents attached to this RFI
- F. All design and construction must strictly conform to the City's Unified Development Ordinance as applicable, including, without limitation, all streetscape, and sidewalk and pedestrian path requirements.
- G. Architecture and design is an important component, and Offerors are encouraged to submit new, creative architectural designs that comply with the exhibits regarding style and materials.

Existing Conditions

The two parcels are located at the southeast corner of Pearl St. and Madison Avenue in Old Town Greenwood. All structures have been demolished/removed from the site. Sewer, Water, Power, and Gas are all available for a new development. GRDC has previously completed certain environmental assessments of the Property which can be made available to Offerors upon request and execution of a confidentiality agreement acceptable to GRDC. Selected Offeror shall be solely responsible for completing its own environmental due diligence prior to conveyance of the Property.

Planned Parking

Please refer to the planning exhibits attached for possible parking scenarios. The site is eligible for many parking requirement reduction due to its proximity to a trail and public parking lots. ADA and deliveries for the proposed use should be considered while planning a site layout.

Possible Uses

The GRDC will consider the following uses on the RFI Parcels to the extent such uses further the goals,

policies, and objectives of the Old Town neighborhood while benefitting community residents: (a) commercial space with retail and/or residential space; (b) exclusively commercial space; and (c) exclusively residential spaces.

Zoning

The Parcels are both currently zoned Old Town. The Old Town (“OT”) district is intended to preserve and promote infill development and adaptive reuses of buildings within the City’s historic town center generally located at the intersection of Madison Avenue and Main Street. The OT contains a mix of uses and flexible standards to promote a vibrant, walkable town center in a manner that is mindful of the character and context of the district. The OT district includes a number of complimentary principal and accessory uses by right and as special exceptions.

Public Private Partnership

When considering a public private partnership, the reviewing committee will diligently review the economics of each project to ensure that taxpayer funds are prudently used for their highest and best purpose. The GRDC seek to ensure that the development will yield jobs that support the City's tax base while providing amenities desired by the community. The GRDC desires to enter into a project agreement that furthers the community’s vision for the Old Town District and the City of Greenwood while providing additional commercial and residential opportunities in the heart of Old Town.

In addition to other items included in this RFI, the reviewers will consider such factors as the (a) specific type of development proposed (full office, partial office with retail and/or residential, etc.; grade of commercial space); (b) design and architecture; (c) the offered purchase price for each of the RFI Parcels; (d) what, if any, incentive the developer seeks from the City/GRDC; and (e) thoughtful consideration and interpretation of the provided planning documents.

Although the foregoing factors are not comprehensive of the factors considered, Offerors are encouraged to address each factor specifically in its application. Offerors are also encouraged to highlight the overall economic impact their proposed development will have on the Old Town District and the community, including, without limitation, new or retained jobs, commerce and other ancillary benefits of the proposed project.

4. PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals must include the following items, in the following order and under the following headings:

A. Identification of the Development Team

Identify all principals and/or partnerships who will be involved in the project, along with each party's respective role and the extent of their participation. If an Offeror anticipates formation of a single purpose limited liability company, please name all potential members of the limited liability company and their respective percentage of interest. The Offeror must identify one party to be the primary point of contact.

B. Relevant Project Experience

For each person identified in Subsection A above, identify the specific participants' project experience, if any, with comparable developments (commercial, mixed-use, and/or public-private development experience). Describe each participant's role in the project, how the project was conceived, developed and financed, and the experience gained by each participant. For each person, provide the following: (1) name; (2) address; (3) phone number; and (4) email address. Also provide any references for the projects listed.

C. Executive Summary

The Executive Summary should include sufficient non-proprietary and non-confidential information to enable members of the public to understand the concept and intention of the proposal, a summary of the anticipated uses and site plan, the plan's relationship to surrounding uses, and how the plan furthers the community's vision for the Old Town District. The Executive Summary should be printed separately and be suitable for public dissemination and submitted along with all the other required materials.

NOTE: Except for Offeror's pro-forma, which shall be inserted into a separate envelope that is marked "Confidential Proprietary Information" and included with the proposal package, all documents submitted in response to this RFI, including, without limitation, the executive summary, are anticipated to be shared with the RDC and other public officials, and should be considered public documents subject to Indiana statutes governing access to public records, Ind. Code § 5-14-3 et. seq., after negotiations with the Award Recipient(s) conclude.

D. Conceptual Development Plan

The conceptual development plan, at a minimum, shall include the following:

1. Narrative description of proposed development on one or both of the RFI Parcels;
2. Conceptual site plan for proposed development on one or both of the RFI Parcels;
3. Narrative description and/or depictions of how development on one or both of the RFI Parcels will complement and benefit the Old Town Greenwood district.

E. Architecture

F. Land Use Description

The Offeror shall provide a summary table that identifies the number of residential units and/or square footage of retail, office, or commercial space available in each proposed structure.

G. Parking

The Offeror shall prepare a summary table of the available parking by location and a table that identifies the parking demand by building. Shared parking is encouraged.

H. Sustainability

Economically and environmentally sustainable designs are of increasing importance to citizens and policy makers. Effort should be made to include applicable sustainable features into the overall design of the proposed project and identify any sustainable standards that will be included in the site design and construction, including without limitation energy efficiency, water conservations, etc.

I. Financial Analysis and Financing Plan

This section of the proposal should include, at a minimum, the following:

1. Construction costs, generally broken into the following major categories:
 - i. land acquisition (proposed purchase price);
 - ii. soft costs;
 - iii. utility costs (acquisition and relocation, if necessary); and
 - iv. public space, sidewalk or path improvements consistent with requirements of the planning exhibits.
2. Financing Costs.
3. Demonstration of applicant's ability to fund the project and financial responsibility. Specifically identify private equity, financing, etc.;
4. Contingencies and project equity investment;
5. Request, if any, of public funds (TIF, abatement, fee waiver, infrastructure, cost sharing for parking easement, if any, etc.);
6. The extent to which, and the timing of when, public funds are needed to support the project;
7. Project *pro forma* (which shall be enclosed in a separate envelope marked "Confidential Proprietary Information" and included with the proposal);
8. Letters of interest or support from interested tenants in the project to be constructed; and
9. Portfolios of past, similar experience, letters of recommendation and other documents establishing preparedness for the project, including, without limitation, experience in public private partnerships.

J. Schedule

Offerors shall prepare a tentative project schedule originating with a project award in the summer of 2024. The schedule shall include obtaining land entitlements such as platting, land alteration permits, board approval(s), and construction permits.

The schedule shall denote milestone dates such as substantial completion, first occupancy by tenants and project closeout.

K. Affirmation of No Litigation or Explanation of Litigation.

Provide an affirmation that Offeror is not currently and has not been for a period of three (3) years subject to litigation, including without limitation threatened litigation. If such an affirmation cannot be made, a full description of all such litigation or threatened litigation shall be included.

L. Exhibits: Complete and attach the following Exhibits:

Exhibit C:	Transmittal Letter;
Exhibit D:	Non-Collusion Affidavit; and Affirmation of No Default or Breach
Exhibit E:	Affirmation of No Bankruptcy

5. SUBMISSION OF PROPOSALS

All proposals shall be delivered to the following by or before the Submission Deadline to the following:

GRDC Contact:	Chuck Cagann, GRDC Advisor (the "GRDC Contact")
Address:	300 South Madison Avenue, Greenwood, IN 46142

Offerors shall submit one (1) original and three (3) complete copies of the original. Additionally, Offerors shall submit one (1) electronic copy on CD, DVD or USB flash drive. The sealed package containing the proposal must have the following information written on the outside of the package:

SEALED PROPOSALS: DO NOT OPEN

Greenwood Redevelopment Commission
C/o Kevin Steinmetz- Capital Projects Manager
300 South Madison Avenue
Greenwood, IN 46142

(Name of Offeror)
(Name of Offerer's Duly Appointed Representative) (Mailing Address of Offeror)
(Telephone Number of Offeror) (E-Mail Address of Offeror)

6. SELECTION AND AWARD

The GRDC reserves the right to reject any and all proposals at its absolute discretion. All proposals are subject to the laws of the State of Indiana.

In determining the proposal most advantageous to the community, proposals will be evaluated based on the factors included in this RFI and prescribed statutory criteria.

The review committee will review and determine which proposal(s) seem most consistent with the planning documents and offer the greatest value to the community (the "Potential Awardees"). After determining the Potential Awardees, the review committee reserves the right to conduct interviews with Potential Awardees. After conducting interviews, the review committee anticipates selecting one (1) or more Potential Awardees to recommend to the GRDC for award of the project(s) (the "Award Recipient(s)").

Following selection of the Award Recipient(s), the Award Recipient(s) should be prepared to enter into negotiations for project agreements with the GCDC/GRDC.

A project agreement is not deemed final unless and until approved by the GRDC and any other necessary public body, as required by Indiana law.

Selection Schedule.

Date Action Item

8/21/2024	RFI published, distributed and available for pickup
8/28/2024	RFI published second time
9/27/2024	Last Day to submit written questions regarding the RFI
10/11/2024	Last day for GRDC to answer questions and distribute addenda, if any
10/31/2024	RFI Submission Deadline
11/01/2024	Review & Determination of Potential Awardees
11/2024	Interviews
12/10/2024	Award Notification

7. COMMUNICATIONS & CONTACT INFORMATION

All communication intended to clarify the requirements of the RFI should be submitted in written questions to the GRDC Contact listed below. Communication may be submitted by email or mail prior to the deadline for submitting questions. Responses to RFI-related questions will constitute addenda to this RFI. No oral communication from the GRDC or any of its agents or representatives shall bind the GRDC or serve to modify the RFI.

GRDC Contact Information for Questions:

GRDC Contact: Chuck Cagann, GCDC Advisor
Mailing Address: 300 South Madison Avenue, Greenwood, Indiana 46142
Email: ccagann@cagann.com

8. ADDENDA, MODIFICATIONS & WITHDRAWAL

The GRDC reserves the right to issue written addenda to this RFI (each, an "Addendum" or collectively, "Addenda") at any time before the RFI Submission Deadline and will post any Addenda on the City's website. The Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFI. All proposals shall be prepared with full consideration of the Addenda issued prior to the RFI Submission Deadline. Each Offeror is solely responsible to ensure that it has received all Addenda issued by the GRDC.

Proposals may be modified or withdrawn in writing to the GRDC Contact, if such modification or withdrawal is received prior to the RFI Submission Deadline. Any modification to a proposal received by the GRDC after the RFI Submission Deadline will not be considered. The Offeror may also withdraw its RFI in person at any time before the Submission Deadline.

9. POTENTIAL MINIMUM PROJECT AGREEMENT TERMS

The terms of the project agreement(s) with Award Recipient(s) will be largely dictated by the proposal(s) selected and negotiations with the Award Recipient. Accordingly, the following minimum terms, that are

typically included in the GRDC's project agreements, are provided for informational purposes:

1. Divestiture of property for failure to commence or failure to continuously construct;
2. Insurance requirements;
3. Ancillary agreements such as a Developer Obligations Agreement (with Minimum Taxpayer Agreement) , Funding Agreement, Multi-Party Agreement and Escrow Agreement, Easement Agreement, among others;
4. Open book requirements with project *pro forma* and project budget ;
5. *Force majeure* that excludes inclement weather: *provided that*, force majeure shall include highly unusual weather circumstances;
6. Power of termination for retaking project;
7. Limitation on right to appeal tax assessment;
8. Non-discrimination;
9. Drug-free workplace; and
10. E-Verify requirements.

The items listed above, although typical, may change depending on the proposals received and negotiation with Award Recipient(s). Offerors are specifically advised that the above list is a partial list, and the GCDC and RDC reserve the right to negotiate project agreement terms most advantageous to the community and the citizens of Greenwood.

10. GENERAL INFORMATION

The GRDC may negotiate different terms and conditions with any Offeror after opening the proposals.

Material, documents and information submitted in response to this RFI shall be prepared at the sole cost and expense of Offerors and when submitted in response to this RFI shall become the property of the GRDC.

Applicants are advised that, except for Offeror's pro-forma, which shall be inserted into a separate envelope that is marked "Confidential Propriety Information" and included with the proposal package, all documents submitted in response to this RFI should be considered public documents subject to Indiana statutes governing access to public records after negotiations with the Award Recipient(s) conclude. During consideration of proposals and negotiations, the GCDC will avoid disclosure of proposal contents to competing Offerors. After award of a project agreement, contents of the proposal, other than the pro forma, may be viewed and copied by any member of the public.

If Offeror is determined to be a Potential Awardee (as defined herein), the review committee may additionally request access to the following types of information:

- 1 Financial Statements for Offeror and each equity member (if a limited liability company) or shareholder (if a private corporation) for the past three (3) years;
2. Opinion letter for audited financial statements;
3. Balance sheet;
4. Income statement ;
5. Statement of changes in cash flow;
6. Material changes in financial condition
7. Details of any bankruptcy, insolvency, company creditor arrangements or other insolvency

- litigation or threatened litigation in the last three (3) years;
8. Downgrade in credit rating;
 9. Non-payment of any debt service;
 10. Inability to meet material conditions of loan or debt covenants;
 11. Credit ratings; and
 12. Surety/financial institution letter.

The information listed above shall not be included with proposals, and access to such information shall be provided upon request.

A. **Reservation of Rights.** This RFI does not commit the GCDC or RDC to accept a proposal, award a contract, reimburse or pay costs in the preparation of a proposal to this RFI or otherwise contract for services or a project agreement. The review committee will evaluate proposals based on responsiveness to this RFI and whether the proposal is advantageous to and in the best interest of the community and the public. Although financial information, including the amount of incentive requested, is important, such information is not more important than the other factors set forth in this RFI.

B. **Discussions.** The GRDC specifically reserve the right to (1) conduct discussions with Potential Awardees; (2) reject any or all proposals or portions; or (3) waive any defects or informalities in a proposal when it is in the best interest of the GRDC. Notwithstanding the foregoing, Offerors shall not contact the GRDC or submit questions to the GRDC prior to the submittal deadline except as provided in Section 7.

C. **Inconsistency or Error in the RFI.** Any applicant believing that there is any ambiguity, inconsistency, or error in the RFI shall promptly notify the GRDC Contact using the procedure set forth in Section 7. Failure to so notify the GRDC Contact by the deadline for asking questions shall constitute a waiver of any and all claims of ambiguity, inconsistency or error.

D. **Addenda.** The GRDC shall not be responsible for and specifically disclaims any oral instructions given by any employee, independent contractor or person purporting to act on behalf of the GCDC or RDC with respect to this RFI. Any changes to this RFI will be provided in the form of Addenda furnished to all applicants noted as having received the RFI or to any other applicant who requests Addenda.

E. **Applicant Incurred Costs.** Applicants shall be responsible for all costs included responding to this RFI. All materials and documents submitted in response to this RFI becomes the property of the GRDC and may not be returned after the Submission Deadline.

F. **Rejection of Proposals.** The GRDC reserves the right to reject any or all proposals received, or any part thereof; to accept any response or any paid thereof; or to waive any informality when it is deemed to be most advantageous to the GRDC.

G. **Transmittal Letter.** Proposals must include one (1) fully-executed Transmittal Letter, in accordance with the form of Transmittal Letter set out in Exhibit C, attached hereto and incorporated herein, from each Offeror acknowledging that the Offeror has fully reviewed and understands and agrees to be bound by the terms and requirements of this RFI. The Transmittal Letter must be executed by a duly

authorized representative of each Offeror.

H. **Non-Collusion Affidavit.** Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its proposal by executing and returning with its proposal the Non-Collusion Affidavit provided in **Exhibit D**, attached hereto and incorporated herein.

I. **No Default, Breach, or Bankruptcy.** The proposal must include an affidavit, as provided in **Exhibit** of the Offeror's authorized representative affirming that the Offeror and/or its affiliates are not: (a) involved in any current or pending litigation or legal disputes with any governmental entity; (b) in arrears to any governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any governmental entity; (d) in failure to perform faithfully in any previous contract with a governmental entity in the preceding five (5) years; and (e) have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding. In the event Offeror cannot affirm representations (a)-(e), it must sufficiently detail the reasons why and provide the City with sufficient detail surrounding the event or proceedings.

EXHIBIT A: TRANSMITTAL LETTER

Offeror:

Greenwood Redevelopment Commission
300 South Madison
Greenwood, IN 46142

The undersigned ("Offeror") submits this proposal in response to the Request for Information Regarding Acquisition and Development of 102 South Madison dated April 22, 2024 ("RFI") issued by the GRDC. Offeror represents and warrants that it has read the RFI and any addenda and agrees to abide by the contents and terms of the RFI.

Offeror understands that the GRDC is not bound to negotiate with any Offeror and may reject each response that it receives. Offeror further understands that all costs and expenses incurred by it in preparing this proposal will be borne solely by Offeror. Offeror understands that any documents, work product, or proprietary information submitted to the GRDC in response to this RFI or throughout the RFI process shall become the sole and exclusive property of the GRDC.

Offeror acknowledges and agrees that the GRDC reserves, at all times in connection with this RFI, all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFI in whole or in part at any time prior to the execution of a project agreement, (2) issue a subsequent RFI after the withdrawal of this RFI for the project or any part of the project, (3) reject any and all proposals, (4) terminate, suspend, or elect not to proceed in negotiations with Offeror(s) at any time, and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in a proposal. Offeror acknowledges and agrees that the issuance of this RFI does not commit the GRDC to enter into a project agreement or proceed with the RFI process.

Offeror acknowledges and agrees that this RFI and all aspects of the process described therein shall be governed by the laws of the State of Indiana.

By: _____

Date: _____

Its: _____

EXHIBIT D - NON-COLLUSION AFFIDAVIT

The undersigned authorized representative of Offeror, being duly sworn on oath, states and affirms that neither Offeror nor any other member, representative or agent of the Offeror has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the RFI or in any way acted to prevent any other Offeror from responding or otherwise submitting a proposal to the RFI. Offeror's proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the City of Greenwood or Greenwood City Council, or other officers of the City, or any person in the employ of the City is interested in the proposal, or the work to which it relates.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this _____ day of April, 2024

(Offeror)

(Offeror's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this day , 2024.

Notary Public Signature

EXHIBIT E - NO BANKRUPTCY

The proposal must include a signed affidavit from the Offeror, affirming that the Offeror and all affiliates of the Offeror are currently solvent and have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.