

**REQUEST FOR PROPOSALS TO MOW AND MAINTAIN PARCELS OF LAND  
OWNED BY THE DELAWARE COUNTY REDEVELOPMENT COMMISSION,  
DELAWARE COUNTY, INDIANA**

Issued: February 19, 2025

Responses Due: March 12, 2025

Contact: John Brooke  
Attorney for Del. County Redevelopment Commission  
112 East Gilbert St.  
Muncie, IN 47305

## **I. INTRODUCTION**

### **A. Statement of Intent and Project Overview**

The Delaware County Redevelopment Commission for Delaware County, Indiana, a county entity duly organized pursuant to the laws of the State of Indiana (“DCRDC”), issues this Request for Proposal (“RFP”) to prospective entities interested in submitting a proposal (“Offerors”) to mow and maintain vegetation on areas designated in this Request for Proposal (RFP).

### **B. DCRDC properties**

The DCRDC owns and is required to maintain certain large and smaller tracts of property for the future expansion and development of economic projects and prospects. The approximate quantity of mowing will be between 35.15 and 39.05 acres (See Appendix A), more or less. The DCRDC does not guarantee a specific quantity of land and provides the map of parcels for consideration by the potential bidders. The following parcels are to be part of this RFP for the successful applicant to mow and maintain during the growing season:

### **SEE APPENDIX A MAPS OF PARCELS**

### **C. Goals and Objectives of the Project**

The DCRDC now seeks private involvement in mowing and maintaining the above stated parcels during the growing season. “Growing season” shall mean the time which allows vegetation to grow in Indiana, generally (depending on weather issues) means from March 21 through November 15 of each year.

### **D. Overview of Procurement Process**

The DCRDC reserves the right to solicit responses to a request for proposals, conduct discussions with Offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to receive best and final offers with responsible Offerors who submit proposals that are determined to be reasonably acceptable for being selected for these services.

#### **1. Review RFP Responses.**

The DCRDC will review responses to this RFP to determine Offerors’ experience, expertise, proposed approach and ability to satisfy the terms as required by the DCRDC for these identified parcels and thereby determine the responsibility and responsiveness of each Offeror. If an Offeror is not Responsive or Responsible, the DCRDC may, in its sole discretion, disqualify that Offeror from further consideration.

2. Contents of RFP

Each Vendor that submits an RFP to the DCRDC for the mowing and vegetation control services to the DCRDC must include the following items:

A. Total Cost of the services provided to the DCRDC under this RFP for each mowing and vegetation control.

B. A total increase in costs of the mowing and vegetation control for year 2025 by the Vendor.

C. A copy of the Vendor's insurance certificate for general liability and workmen's compensation (if required) of the Vendor. The Successful Vendor shall submit a certificate of insurance naming the DCRDC as an additional insured for general liability and workmen's compensation claims for performing these services.

**II. PROJECT SPECIFICATIONS**

**A. Project Overview**

The project is to mow and maintain the parcels identified in this RFP during the growing season. The obligations include: the cutting of grasses, weeds and other vegetation on the identified parcels on a regular basis so that the vegetation does not exceed 12" at any one time for more than 2 weeks during the growing season. Successful Vendor shall be permitted to maintain and bale any and all grasses and vegetation for the purpose of the Successful Vendor's own use or resale. The Successful Vendor may resell the baled crop and keep the proceeds of the sale of the crop. However, the Successful Vendor shall take into consideration the proposed cost to the DCRDC of the proceeds derived from the sale of the baled crop.

**B. Responsibilities of Successful Vendor**

At its sole cost and expense, the Successful Vendor shall be responsible for any and all costs of performing the services identified including vehicle operation, employees, maintenance and all other aspects of performing the services set forth in this RFP.

**C. Length of Time for Services**

The DCRDC shall have a one (1) year contract for providing the mowing and maintenance of vegetation on the described properties for the year starting 2025 through the end of the growing season 2025. The DCRDC reserves the right to add parcels to this RFP during the time of the contract and shall negotiate with the Successful Vendor as to the additional parcels during the course of the Agreement.

### III. SOLICITATION AND RFP REQUIREMENTS

#### A. Submission Deadline

RFP Responses must be received by the DCRDC at the address provided below **no later than at 3:30 p.m. March 12, 2025** (the “Submission Deadline”). Only complete RFP Responses delivered on or before the Submission Deadline will be accepted by the DCRDC. RFP Responses delivered after the Submission Deadline will be automatically rejected and returned unopened to the Offeror. The DCRDC will not accept facsimile or e-mail submission of RFP Responses.

#### B. Delivery of Response

All RFP Responses shall be delivered to the following person (“Contact”):

John Brooke  
Attorney for Del. County Redevelopment Commission  
112 East Gilbert St.  
Muncie, IN 47305

Offerors shall submit one (1) original and five (5) complete copies of the original. The sealed package containing the RFP Responses must have the following information written on the outside of the package:

**SEALED PROPOSALS – DO NOT OPEN**

DCRDC Mowing Project  
John Brooke  
Attorney for Del. County Redevelopment Commission  
112 East Gilbert St.  
Muncie, IN 47305

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

#### C. Questions and Requests for Clarification

Offerors must refrain from communicating with any DCRDC official, employee, agent, or representative regarding the Project during this RFP process, except as permitted by this RFP. All communication and requests for information and clarifications shall be made via e-mail correspondence to the following address: [jbrooke@bslawgroup.com](mailto:jbrooke@bslawgroup.com) . No oral requests will be considered. No requests for additional information or clarification to any person other than the e-mail address provided in this section will be considered. Failure to abide by this section may result in disqualification from the procurement process.

If Offeror considers any of its questions or request for clarifications to be confidential in nature, it must specifically state the reasons for why it believes the information to be confidential. The DCRDC intends to respond individually to those questions identified by Offeror and deemed by DCRDC, in its sole discretion, as containing confidential information relating to Offeror's response to this RFP. The DCRDC reserves the right to disagree with Offeror's assessment regarding confidentiality in order to comply with applicable law. In the event the DCRDC disagrees with Offeror's confidential assessment, the DCRDC may allow Offeror to withdraw the question, rephrase the question, or have the question answered non-confidentially.

All questions and requests for clarification must be submitted on or **before March 5, 2025 at 3:00 p.m. local time**. Answers to questions deemed appropriate for response by the DCRDC, in its sole discretion, will be provided within a reasonable time to all Offerors requesting this RFP. The DCRDC may rephrase questions as it deems appropriate and may consolidate similar questions.

**D. Addenda to the RFP**

The DCRDC reserves the right to issue written addenda to this RFP (each, an "Addendum" or "Addenda") at any time before the Submission Deadline. These Addenda will be numbered consecutively. Any Addenda shall constitute a part of this RFP. All RFP Responses shall be prepared with full consideration of the Addenda issued prior to the Submission Deadline. Each Offeror is solely responsible to ensure that it has received all Addenda issued by the DCRDC.

**E. Modification & Withdrawal of RFP Responses**

RFP Responses may be modified or withdrawn in writing to the above-referenced Contact at the DCRDC if received prior to the Submission Deadline. Any modification to an RFP Response received by the DCRDC after the Submission Deadline will not be considered by the DCRDC. The Offeror may also withdraw its RFP in person at any time before the Submission Deadline.

**IV. FORMAT AND CONTENT OF RFP RESPONSE**

**A. Format of Response**

The RFP Response may be handwritten in legible handwriting or typed. The Response shall identify the major RFP Response sections as outlined herein, and any illustrations, tables, charts, graphics or exhibits included in the RFP Response.

**B. Content of Response**

Offerors must provide the appropriate information in accordance with the content and format requirements set out in each of the following categories:

1. Confidential Information

This section shall include any confidential and proprietary information that the Offeror claims should be exempt from public disclosure. Offeror is solely responsible for reviewing the Act, Indiana’s Public Records Act, and applicable law requiring disclosure. Under no circumstances will the DCRDC be responsible or liable to Offeror/Developer or any other party as a result of disclosing materials that it determines, in its sole discretion, is not protected by the Act and/or Indiana’s Public Records Act, including, without limitation, materials marked “Confidential.”

2. Legal Requirements

This section shall include responses to the following documents:

**Non-Collusion Affidavit.** Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with its RFP Response or this procurement process.

**No Default, Breach, or Bankruptcy.** The RFP Response must include a statement in the Offeror’s Response to RFP the Offeror and/or its affiliates (a) are not involved in any current or pending litigation or legal disputes with any governmental entity; (b) are not in arrears to any governmental entity for any debt, taxes or contract; (c) are not a defaulter as surety or other obligation upon any governmental entity or (d) have not failed to perform faithfully in any previous contract with a governmental entity within the last five (5) years, and (e) have not, within the last 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 DCRDC with sufficient detail surrounding the event or proceedings.

Approved this 19<sup>th</sup> day of February, 2025.

Delaware County Redevelopment Commission (DCRDC)

Delaware County, Indiana

*Amber Green*  
President, DCRDC

**APPENDIX A**  
**IDENTIFICATION OF PARCELS**

Parcel #1-4100 Block of Cowan Road, east side of road. Approximately 16.83 acres and has a parcel number of 18-11-28-300-008.000-001.

Parcel #2-4100 Block of Cowan Road, east side of road. Behind United States Postal Services Building. Approximately 11.48 acres and has a parcel number of 18-11-28-300-009.000-001.

Parcel #3-9175 Innovation Dr., Daleville, IN 47336. Approximately 8.31 acres more or less depending on building progress. Parcel numbers: 1813-12-300-035.000-026 and 18-13-12-400-045.000-026.

Parcel #4-3710 N. Morrison Road, Muncie, IN 47303. Approximately 2.43 acres more or less and may be in the process of development. Parcel Number: 18-07-31-301-005.000-030.

**APPENDIX B**

**TRANSMITTAL LETTER**

**Offeror:**

**DCRDC**

John Brooke

Attorney for Del. County Redevelopment Commission

112 East Gilbert St.

Muncie, IN 47305

The undersigned (“Offeror”) submits this proposal in response to the Request for Proposal dated \_\_\_\_\_, as amended (“RFP”), issued by the DCRDC on behalf of the DCRDC (“DCRDC”) to perform mowing and vegetation control services as to the designated parcels in the DCRDC and represents and warrants that it has read the RFP and any addenda issued by the DCRDC, and agrees to abide by the contents and terms of the RFP.

Offeror understands that the DCRDC 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 RFP Response and participating in the procurement process will be borne solely by Offeror, except as specifically provided in the RFP. Offeror understands that any documents, work product, or proprietary information submitted to the DCRDC in response to this RFP or throughout the procurement process shall become the sole and exclusive property of the DCRDC.

Offeror acknowledges and agrees that the DCRDC reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFP in whole or in part at any time prior to the execution of the Agreement, (2) issue a subsequent RFP after the withdrawal of this RFP for the Project or any part of the Project, (3) reject any and all RFP Responses, (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 an RFP Response, all as may be permitted by the Act. Offeror acknowledges and agrees that the issuance of this RFP does not commit or bind the DCRDC to enter into a contract or proceed with the procurement process.

Offeror acknowledges and agrees that this RFP and all aspects of the procurement process shall be governed by and construed according to the laws of the State of Indiana.

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

Its: \_\_\_\_\_



**APPENDIX C**  
**NON-COLLUSION AFFIDAVIT**

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Offeror or person (i) relative to the price(s) proposed herein or to be proposed by another person, or (ii) to prevent any person from proposing, or (iii) to induce a person to refrain from proposing; and furthermore, this Proposal is made and submitted without reference to any other Proposals and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such proposing in any way or manner whatsoever.

---

**APPENDIX D  
NO DEFAULT, BREACH OR BANKRUPTCY**

**Offeror:**

**DCRDC**  
John Brooke  
Attorney for Del. County Redevelopment Commission  
112 East Gilbert St.  
Muncie, IN 47305

The undersigned (“Offeror”) hereby affirms that the Offeror and/or its affiliates (a) are not involved in or threatened with any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) are not in arrears to any federal, state, or local governmental entity of any debt, taxes or contract; (c) are not a defaulter as surety or other obligation upon any federal, state, or local governmental entity or (d) have not failed to perform faithfully in any previous contract with a federal, state, or local governmental entity within the last five (5) years.

Offeror hereby affirms that the Offeror and/or its affiliates are currently solvent, and have not within the last five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

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

Its: \_\_\_\_\_