

IOWA DEPARTMENT OF NATURAL RESOURCES (DNR)
REQUEST FOR PROPOSAL - INFORMAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP: Auctioneer Services for DNR Seized Property **RFP Number:** 23CRDLEBPPAYT-0001

Bureau: Budget and Finance

DNR seeks to purchase: Auctioneer services from a qualified licenses contractor for auctioning seized property, including firearms and weapons.

Number of mos. or yrs. of the initial term of the contract: 1 **Number of possible annual extensions:** 5

Tentative Contract term start date: August 1, 2022 **Tentative Contract term end date:** July 31, 2023

DNR Issuing Officer: Philip Payton
515-361-0743
philip.payton@dnr.iowa.gov

Iowa Department of Natural
Resources
Wallace Building 4th Floor
502 East 9th St.
Des Moines, Iowa 50319

PROCUREMENT TIMETABLE—Event or Action: **Date/Time (Central Time):**

DNR Posts Notice of RFP on TSB website Date 6/20/22

DNR Issues RFP Date 6/22/22

RFP written questions, requests for clarification, and suggested changes from Respondents are due: Date: 7/15/22

DNR's written response to RFP questions, requests for clarifications, and suggested changes are due: Date: 7/17/22

Proposals Due Date: Date 7/20/22

Proposals Due Time: Time 4:30pm

Anticipated Date to Issue Notice of Intent to Award: Date 7/22/22

Anticipated Date to Execute Contract: Date 8/1/22

Relevant Websites: **Web-address:**

Internet website where contract terms and conditions are posted: <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>
<http://iowadnr.gov/About-DNR/RFP-Bid-Lettings>

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Informal Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP. The DNR tentatively intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the DNR may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the DNR.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

1.2 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the DNR’s benefit and is intended to provide the DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondents will be required to submit their Proposals in written format by hand delivery, hard copy mail, fax or e-mail to the Issuing Officer. It is the DNR’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.3 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the DNR’s benefit and is intended to provide the DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal. Through this RFP, the DNR is seeking to enter into a contract with a Contractor that will provide the services described herein.

The Iowa Department of Natural Resources (DNR) holds an annual auction each year to auction off seized property. The location of this auction has been and for the foreseeable future will be held at the Iowa State Fair Grounds located in Des Moines, Iowa. The DNR intends to compensate the successful Contractor by offsetting the sale proceeds in the form of a percentage commission of the sales.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issuance date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.3. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any DNR employee other than the Issuing Officer.

2.3 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent will reference the page and section number(s). The DNR will send written responses to questions, requests for clarifications, or suggestions received from Respondents on or before the date listed on the RFP cover sheet. The DNR’s written responses will become an

addendum to the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, the DNR will issue an addendum to the RFP.

The DNR assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.4 Amendment to the RFP

The DNR reserves the right to amend the RFP at any time using an addendum. The Respondent will acknowledge receipt of all addenda in its Proposal. If the DNR issues an addendum after the due date for receipt of Proposals, the DNR may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.5 Submission of Proposals

The DNR must receive the Proposal in written format by hand delivery, fax, hard copy mail, or email at the Issuing Officer's address, fax number, or email identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the DNR. Any Proposal received after this deadline will not be considered.** Respondents who hard copy mail proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the Respondent's responsibility to ensure that the proposal is received by the DNR Issuing Officer prior to due date and time. Postmarking by the due date will not substitute for actual receipt of the proposal.

Respondents must furnish all information necessary to enable the DNR to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.6 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.7 No Commitment to Contract

The DNR reserves the right to reject any or all Proposals received in response to this RFP, cancel this RFP, or advertise a new RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the DNR to award a contract.

2.8 Nonmaterial Variances

The DNR reserves the right to determine whether a Bid substantially complies with the requirements of this RFP. Nonmaterial variances are not necessarily disqualifying. The determination of materiality is in the sole discretion of the DNR.

2.9 Public Records and Requests for Confidential Treatment

You may request confidential treatment of specific information included in your proposal submitted in response to this RFP. Requesting confidential treatment of any item of information does not necessarily mean that confidential treatment will be granted.

You must provide a copy of your proposal where you have deleted the information for which confidential treatment is requested. The confidential status of the deleted information is not established until DNR has made a determination that it is appropriate to allow confidential treatment for the specific document containing that item of information.

In order to request confidential treatment, you must comply with the provisions of 561 Iowa Administrative Code Chapter 2, which may be found at the following location:

<https://www.legis.iowa.gov/law/administrativeRules/agencies>. 561 Iowa Administrative Code Section 2.5(7) provides that all claims for confidential treatment made to the Iowa Department of Natural Resources must be substantiated in writing with the following information:

- 1) A statement of all measures the business has taken to protect the confidentiality of the information, and a statement of intent to continue to take such measures;

- 2) Practices and policies of other businesses, if known, regarding confidentiality of similar information;
- 3) A statement that the information is not, and has not been, reasonably attainable without the consent of the business by other persons other than government bodies by use of legitimate means;
- 4) A statement demonstrating that disclosure of the information is likely to cause substantial harm to the business's competitive position; and
- 5) A reference to any other determinations of confidential status of the information or similar information.

2.10 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the DNR based on any misunderstanding concerning the information provided in the RFP or concerning the DNR's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.11 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 5 of the RFP. The DNR will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the DNR will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the DNR believes will provide the best value to the DNR.

2.12 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted to the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) will be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by DNR. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the DNR, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the DNR believes will provide the best value to the DNR.

2.13 No Contract Rights until Execution

Respondent will not acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the DNR.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the required format and content of the Proposal. They are designed to facilitate a uniform review process. The Proposal will be typewritten and divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal.

3.1.1 If a Respondent proposes more than one solution to the RFP specifications, each will be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following Respondent information will be included in the Technical Proposals. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Executive Summary

The Respondent will prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

3.2.1.1 An overview of the Respondent's business and nature of business.

3.2.1.2 Statements that demonstrate that the Respondent has read, understands and agrees with the Terms and Conditions of the RFP including the Contract provisions in Section 6.

- 3.2.1.3** An overview of the Respondent's plans for complying with the Specifications and Scope of Work of this RFP.
- 3.2.1.4** Any other summary information the Respondent deems to be pertinent.
- 3.2.1.5** Name, address and telephone number of the Respondent's Representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.1.6** Name, contact information and qualifications of any subcontractors who will be involved with this project that the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.2 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.2.1** Number of years in business.
- 3.2.2.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.2.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.2.4** List of references from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.3 Cost Proposal

The Respondent will provide its Cost Proposal with the proposal for the proposed goods and services using Attachment #5 – Cost Proposal.

SECTION 4 DESCRIPTION OF WORK AND SCOPE OF WORK

Overview

The successful Respondent will provide the services to the DNR in accordance with the requirements as provided in this Scope of Work.

4.1 Statement of Work:

The successful Contractor shall provide Auctioneer services for auctioning seized property including firearms and weapons. The successful Contractor shall have a current valid Federal Firearms License (FFL) issued by the United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). The successful Contractor shall be insured and bonded to meet State of Iowa requirements. The successful Contractor shall have or obtain a valid State of Iowa Sales Tax Permit to collect and remit sales tax to the Iowa Department of Revenue.

The successful Contractor shall advertise prior to the upcoming DNR Auction in multiple media forms including but not limited to internet websites, periodicals, direct mailings, and statewide newspaper publications. The successful Contractor shall provide an auctioneer, ring men, and clerking services during the DNR Auction. During the DNR Auction the successful Contractor shall assist the DNR with setup, register all bidders, conduct the auction, and provide all clerking activities including payment processing and cash drawer requirements. Any credit card processing fees incurred by the successful Contractor shall be invoiced separately with appropriate supporting documentation. The DNR will provide 2 Conservation Officers to assist with the entire process. No other assistance will be provided.

Statement of Work. Contractor will perform the following Tasks by the Task Milestone Dates identified in the following table:

Deliverables	Task Milestone Date
Task 1: Advertising and Public Posting of DNR Seized Property Auction Description: Contractor shall advertise prior to the upcoming DNR Auction in multiple media forms including but not limited to: internet websites, periodicals, direct mailings, and statewide newspaper publications.	No later than 8/15/22
Task 2: Conduct DNR Seized Property Auction Description: Contractor shall provide an auctioneer, ring men, and clerking services during the DNR Auction. During the DNR Auction the successful Contractor shall assist the DNR with setup, register all bidders, conduct the auction, and provide all clerking activities including payment processing.	9/10/22
Task 3: Sales Tax Collection and Remit Description: Contractor shall have a valid State of Iowa Sales Tax Permit and collect Iowa Sales Tax during the Auction. Contractor shall remit collected Sales Tax to the Iowa Department of Revenue within 30 days of the auction date.	Within 30 days of the Auction Date.
Task 4: Credit Card Processing Fees Description: Contractor shall invoice separately any credit card processing fees incurred by the Contractor within 30 days of the auction date with appropriate supporting documentation.	Within 30 days of the Auction Date.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the DNR. DNR will not necessarily award the Contract to the Respondent offering the lowest cost to the DNR. Instead, the DNR will award to the Respondent whose Responsive Proposal the DNR believes will provide the best value to the DNR.

5.2 Evaluation Committee

The DNR will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The DNR will use an Evaluation Committee to review and evaluate the Technical Proposals. The DNR Evaluation Committee will make its technical recommendation using the following technical criteria, which are listed in no particular order:

- Brief Company Overview including your capacity to complete the Statement of Work;
- Work Plan including time frame, if not already specified by DNR, for completing the Statement of Work;
- Past performance of work that is identical or similar to the Statement of Work identified;
- Experience and references that demonstrate, to the satisfaction of DNR, the expertise and ability of the Respondent to provide the Statement of Work described in the Informal RFP;
- The capacity of the Respondent to complete responsibilities described in the Statement of Work;
- Cost.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

By submitting a response, each Respondent acknowledges its acceptance of the Terms and Conditions of the contract template “DNR Standard Contract Conditions” and “General Conditions” found at <http://www.iowadnr.gov/About-DNR/RFP-Bid-Lettings>.

If a Respondent takes exception to a contract provision, then the Respondent must state the specific exception and the reason for the exception, and must attach to its “Respondent Cost Proposal” the specific contract language it proposes to include as an alternative to the provision. Contract provision exceptions that materially change the terms or the requirements of this informal bidding process may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the Respondent’s quote. With

regard to the “DNR Standard Contract Conditions,” DNR and the successful Respondent may agree to modifications to the terms of the “DNR Standard Contract Conditions” as necessary to negotiate the terms of a contract. A Respondent’s failure to state an exception to any contract provision and propose alternative language may be deemed by the DNR to constitute the Respondent’s acceptance thereof. The DNR reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of the Intent to Award a Contract.

6.2 Contract Length

The term of the Contract will tentatively begin and end on the dates indicated on the RFP cover sheet.

The DNR will have the sole option to amend the contract resulting from this Informal RFP for subsequent periods, adding up to no more than six years total from the beginning date of the original contract, by executing a signed amendment prior to the expiration of the original contract.

ATTACHMENT #5 - COST PROPOSAL

Payment Terms

Per *Iowa Code § 8A.514* the DNR of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Respondent's Cost Proposal will include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Task (should match task in Section 4- SOW)	Unit Cost	Total Costs
Task 1: Advertising and Public Posting of DNR Seized Property Auction	Quantity: _____ \$ _____ / _____ (what is the unit - acre, hour, etc.)	\$
Task 2: Conduct DNR Seized Property Auction	Quantity: _____ \$ _____ / _____ (what is the unit - acre, hour, etc.)	%
Task 3: Sales Tax Collection and Remit	Quantity: _____ \$ _____ / _____ (what is the unit - acre, hour, etc.)	\$
Task 4: Credit Card Processing Fees		

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____ E-mail: _____