

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

RFP COVER SHEET

Administrative Information:

TITLE OF RFP: Iowa Outdoors/Iowa Hunting Ad Sales **RFP Number:** 24DIRCOMPPAYT-0057

Bureau: Communications, Outreach, and Marketing

DNR seeks to purchase: Professional services to sell ad space for DNR Publications.

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

February 15,

Tentative Contract term start date: 2024 **Tentative Contract term end date:** February 14, 2025

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

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

DNR Issues RFP Date: 1/16/2024

Proposals Due Date: Date: 1/31/2024

Proposals Due Time: Time: 2:00 PM CST

Relevant Websites: **Web-address:**

Internet website where Addenda to this RFP will be posted: (optional, delete this section if not needed) <http://bidopportunities.iowa.gov/>

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.

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 DNR shall publish three Iowa Outdoors Magazine issues (spring, summer, and fall) and one winter calendar issue annually. A maximum of thirty percent (30%) of each issue's page count shall be made available for advertising sales. The DNR shall publish one annual edition of Iowa Hunting, Trapping & Migratory Game Bird Regulations. A maximum of 8 pages of each edition page count shall be made available for advertising sales. Additional pages may be allowed with the express written permission from the DNR. Amendment, Contractor shall sell through its agents, officers and employees advertising for the Iowa Outdoors Magazine and Calendar issues, Iowa Hunting, Trapping & Migratory Game Bird Regulations, and be responsible for the editing, typesetting, proof reading and makeup of such material. Advertising artwork shall be provided in either PDF or Adobe InDesign format. Deadlines for delivery of print-ready advertising for each issue are 30 days prior to the issue date. The DNR shall establish rates for advertising, considering recommendations by the Contractor, based on competitive periodicals and what the market will bear.

The DNR retains the right to determine editorial policies, reading matter, advertising, illustrations (subject to the limitations of the Contractor), the make-up and appearance of Iowa Outdoors or Iowa Regulations, and any and all authority commensurate and incidental to the publishing of Iowa Outdoors issues and Iowa Regulations. Final approval of advertising and content is at the discretion of the DNR. The DNR reserves the right to reject any advertising that it deems is not in keeping with its mission. The DNR also retains the right to place government and other public service house ads secured by the DNR, either free or paid, in unsold advertising pages and non-advertising pages, within the magazine or regulations.

If during the course of this Contract advertising sales becomes a possibility for other publications and/or the DNR's website, the Contractor, and the DNR may amend this Contract with mutually agreed upon Special Conditions to determine the scope of work, milestones and payment for these projects.

4.1.2 Advertising Revenue. The Contractor shall pay the DNR sixty-five percent (65%) of the gross advertising revenues from the ad sales. The DNR percentage shall not be subject to any fees or expenses incurred by the Contractor. The Contractor shall issue a check to the DNR within 15 days of the issue release date for the DNR's portion of the gross ad sales and shall include a written report including but not limited to the issue date, issue page location, ad rate, ad size, and advertiser information.

Iowa Outdoors Ad Rates:

Back Cover \$2,000.00

Inside Front or Back Cover \$1,750.00

Full Page \$1,575.00

Half Page \$840.00

Quarter Page \$535.00

Eighth Page \$350.00

Iowa Hunting, Trapping & Migratory Game Bird Regulations Ad Rates:

Back Cover \$6,500.00

Inside Front or Back Cover \$5,850.00

Full Page \$4,875.00

Half Page \$3,900.00

Quarter Page \$1,950.00

Iowa Outdoors, Iowa Hunting, Trapping & Migratory Game Bird Regulations Combo Ad Rates:

Back Cover \$ 7,225.00
 Inside Front or Back Cover \$ 6,460.00
 Full Page \$ 5,483.00
 Half Page \$ 4,029.00
 Quarter Page \$ 2,112.00

Original remittance, which shall include the DNR contract number in a prominent place, shall be submitted to:

Iowa Department of Natural Resources
 Attention: Tammie Krausman, Bureau Chief
 Directors Office
 502 E 9th Street
 Des Moines, Iowa 50319
 Phone: 515.402.8763
 Email: tammie.krausman@dnr.iowa.gov

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: Spring Magazine Issue Advertising Description: Contractor shall through its agents, officers and employees, sell advertising for the Iowa Outdoors Magazine and shall be responsible for the editing, typesetting, proof reading and makeup of such material as the DNR directs. Advertising artwork shall be provided in either PDF or Adobe InDesign format	No later than No later than 30 days prior to issue date
Task 2: Summer Magazine Issue Advertising Description: Contractor shall through its agents, officers and employees, sell advertising for the Iowa Outdoors Magazine and shall be responsible for the editing, typesetting, proof reading and makeup of such material as the DNR directs. Advertising artwork shall be provided in either PDF or Adobe InDesign format.	No later than 30 days prior to issue date
Task 3: Fall Magazine Issue Advertising Description: Contractor shall through its agents, officers and employees, sell advertising for the Iowa Outdoors Magazine and shall be responsible for the editing, typesetting, proof reading and makeup of such material as the DNR directs. Advertising artwork shall be provided in either PDF or Adobe InDesign format.	No later than 30 days prior to issue date
Task 4: Winter Calendar Issue Advertising Description: Contractor shall through its agents, officers and employees, sell advertising for the Iowa Outdoors Magazine and shall be responsible for the editing, typesetting, proof reading and makeup of such material as the DNR directs. Advertising artwork shall be provided in either PDF or Adobe InDesign format.	No later than 30 days prior to issue date
Task 5: Iowa Hunting, Trapping & Migratory Game Bird Regulations Advertising Description: Contractor shall through its agents, officers and employees, sell advertising for the Iowa Hunting, Trapping & Migratory Game Bird Regulations and shall be responsible for the editing, typesetting, proof reading and makeup of such material as the DNR directs. Advertising artwork shall be provided in either PDF or Adobe InDesign format.	No later than June 1 each year

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. Proposals will be graded on a 100 point scale and the DNR Evaluation Committee will make its technical recommendation using the following technical criteria, which are listed in no particular order:

- a. Brief Company Overview including your capacity to complete the Statement of Work
- b. Past performance of work that is identical or similar to the Statement of Work identified;
- c. 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;
- d. The capacity of the Respondent to complete responsibilities described in the Statement of Work

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.

6.3 Insurance (optional, delete this section if not needed)

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the DNR.

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products -	\$2 million
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million

Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

The Contractor is required to submit a Certificate of Insurance, which indicates coverage and notice provisions as required. The Insurer will state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days written notice to the DNR. Acceptance of the insurance certificates by the DNR will not act to relieve the Contractor of any obligation under this Contract. It will be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor will be responsible for all premiums, deductibles, and for any inadequacy, absence or limitation of coverage. The Contractor will have no claim or other recourse against the DNR for any costs or loss attributable to any of the foregoing, all of which will be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.