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**IRON COUNTY, UTAH REQUEST FOR PROPOSAL**

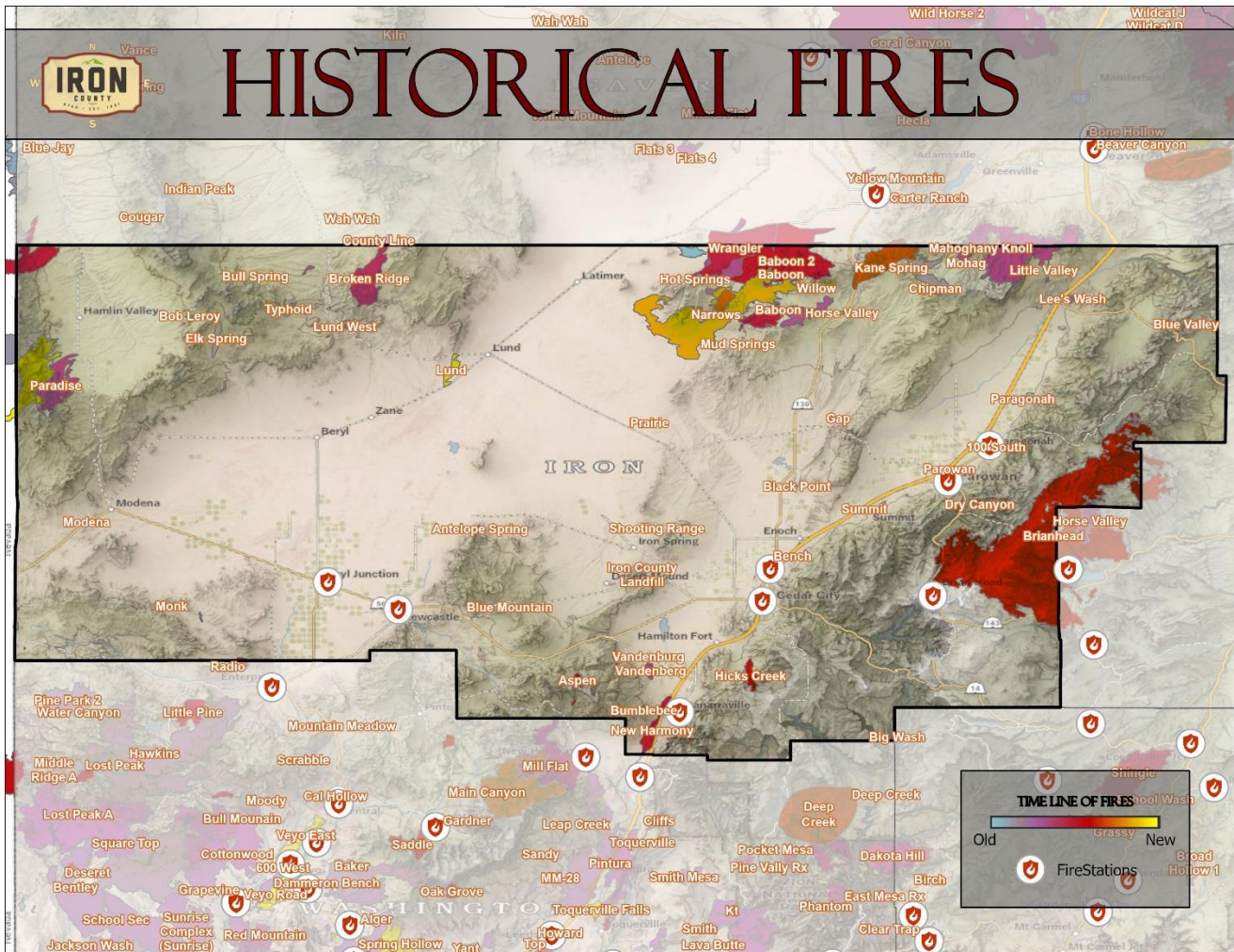
**FOR A FEASIBILITY STUDY OF A NEW**

**FIRE DISTRICT OR DISTRICTS**

**NOVEMBER 19, 2024**

# IRON COUNTY, UTAH

## REQUEST FOR PROPOSAL FOR A FEASIBILITY OF THE CREATION OF A FIRE DISTRICT OR DISTRICTS IN IRON COUNTY, UTAH



### INTRODUCTION

Iron County is seeking proposals from reputable companies that specialize in financial planning & data analysis. The selected company will be hired to conduct a study on the feasibility of creating an additional fire district or service agency and the funding options that exist. Currently the majority of the unincorporated lands within Iron County are provided with fire department services through county administered departments in the west (Newcastle AND Beryl Fire Departments), agreements with Cedar City Fire Department, and long-standing hand shake agreements with Parowan, Paragonah and Brian Head Fire Departments. County Fire Administration and Wildland suppression agreements exist for county wide service through a cooperative system with the Utah Division of Forestry, Fire and State Lands. Largely These fire departments are underfunded and understaffed. Iron County is experiencing a steady rate of growth and it is our concern that the current system we have in place to support these fire departments is not sustainable.

## PROJECT GOALS

### Project Goals

- We have three geographical options to explore:
  - Use current response areas to create multiple districts – 3 to 4 separate zones/districts including municipalities.
    - Cedar City response area would include the municipalities of Kanarrville, Cedar City and Enoch.
    - Parowan and Paragonah would include their municipal areas and coverage of I-15 for incidents in northern Iron County.
    - Brian Head should be considered both as a standalone “mountain” agency, but also as a potential partner with Parowan and Paragonah.
    - Fire administration and wildland fire mitigation, prevention and suppression will remain as a countywide entity, which may or may not become a separate district.
  - Create a single district county wide that includes all municipalities, zones, administration and wildland fire.
  - Create a single district county wide excluding municipalities, if municipalities choose to “opt out”.
- Determine the strengths and weaknesses between two governance options; Fire Districts or Service Agencies.
- Determine the tax/revenue limitations and what funding is available within the proposed areas.
- We would like to know the legislative requirements associated with the implementation of any potential scenario.
- The study should be completed with ample time to put a proposed option on the ballot for the November 2025 election.
- Analyze and suggest optimal distribution of fire stations and assets to minimize loss.

## PROJECTED SCHEDULE FOR THE RFP PROCESS:

\*\* The County reserves the right to modify the following schedule at its discretion:

### Activity Date

- RFP Available November 20, 2024
- Deadline for Questions December 15, 2024
- Deadline for Proposals Submission December 20, 2024, 5:00 pm, MST
- Interviews (if necessary) December 21, 2024
- Anticipated Decision and Contract Commencement December 22, 2024.

## SUBMISSION GUIDELINES

Respondents are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for a waiver of any portion of the RFP or subsequent agreement. The submitted proposal and this RFP become a part of the subsequent agreement.

All inquiries or questions relating to this RFP shall be directed to:

Jon Whittaker, Iron County Clerk, [jwhittaker@ironcounty.net](mailto:jwhittaker@ironcounty.net)

The right is reserved by the County to reject any or all proposals, to waive any informality or technicality, or to accept proposals deemed in the best interest of the County.

Proposals received after the deadline will not be considered and will be rejected.

Respondents to this RFP shall have completed similar feasibility studies.

The proposal shall not exceed ten pages, exclusive of covers and dividers. Materials shall be 8½" x 11", no less than 11-point font. Charts may be in 11" x 17" landscape style format, may use up to two separate pages, and are included in the total page count. An 11" x 17" will count as two pages towards the total ten pages.

All proposals shall become the property of the County.

Information contained in the proposal must be clearly expressed and delineated. The County may release any information contained in the proposal that is not marked and delineated as proprietary 30 days following execution of a contract for services.

### **I. INTENT OF REQUEST FOR PROPOSALS**

It is the intent of the RFP to generally set forth the minimum acceptable requirements for the proposal to be submitted herein, and to establish selection criteria and weighting of said criteria.

### **II. SUBMITTAL OF PROPOSAL**

Proposals shall be submitted no later than December 20, 2024, 5:00 pm MST. All responses to this RFP must be submitted to:

Jonathan T. Whittaker  
Iron County Clerk  
PO Box 429  
68 South 100 East  
Parowan, UT 84761-0429  
(435) 477-8340  
[jon@ironcountyut.gov](mailto:jon@ironcountyut.gov)

Submittals may be made via email or with a physical copy as noted above. Proposals shall remain valid for a period of ninety (90) days from the due date.

### **III. SIGNATURE ON PROPOSAL**

Proposals must be signed by an authorized representative of the proposer named thereon. The signature on the proposal shall be interpreted to signify the proposer's intent to comply with all required services. A scan of a physical signature will suffice for submittal.

#### **IV. SCOPE OF WORK**

The selected company will need to evaluate the current governance and funding system that exists in Iron County and what options we have for an improved and more sustainable process. The study will need to evaluate the fiscal impacts relative to tax/revenue limitations and what potential exists for funding from the proposed areas. The generated report will evaluate the governance options and how the revenue models would look based on the current tax base that exists within the different geographical areas. The report will also need to outline the legislative requirements for implementing any proposed changes.

Current Roadblocks and Barriers to Success:

- Five out of the seven fire departments that provide services to the unincorporated lands within Iron County are managed by incorporated city's/towns. Even though these entities have expressed interest in being included in the study, there shall be an "opt-out" option for them to remain their own entity within their municipal boundary.
- Brian Head Town has several options that may need to be considered. Due to their location they may 1. opt out of a district completely, 2. chose to follow their current service area and create on of the 4 districts, 3. opt into combining with Parowan and Paragonah.
- Resistance for the county wide model; Cedar City is comprised of the majority of the tax base that exists within Iron County. There may not be ample additional revenue to make the expansion palatable.
- The unincorporated lands in the west (Newcastle and Beryl FD) are vast landscapes with limited taxable entities, even combining the current response area into a district may not generate sufficient revenue.

#### **V. ELEMENTS OF PROPOSAL**

A submission must, at a minimum, include the following elements:

- Description of the firm that includes a general overview, names and credentials of the proposed team.
- A narrative outlining the firm's strengths and distinguishing skill or capabilities as they might relate to the proposed study.
- A list of similar projects the team has worked on as well as respective references.

#### **VI. FEE PROPOSAL**

Note that the overall budget for this project is \$50,000.

#### **VII. SEVERABILITY**

The County reserves the right to cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of the award. The contractor assumes the sole responsibility for all expenses connected with the preparation of this proposal.

## **VIII. SELECTION CRITERIA**

This is not a bid process. Selection will be primarily based on qualifications. The first team of choice will be asked to complete negotiations of their proposed fee. If no agreement can be reached, which is mutually accepted and agreed upon, then the County will meet with the second team of choice and so on, until a final agreement has been negotiated and executed. Teams will be ranked based on the following criteria and weighted percentages:

- 50% Experience with similar projects**
- 25% Proposed Project Team / individuals assigned to job**
- 25% Approach to perform the work**

## **IX. TERMS OF CONTRACT**

The County will require that the selected proposer be willing to negotiate, and to enter into, a written agreement with the County to provide all services required within the scope of services as submitted by the proposer in its proposal. The County working with the selected proposer, will negotiate the agreement. Agreement must be approved by the County. All provisions of the agreement will be in compliance with state and federal laws.

## **X. GENERAL INFORMATION**

Response to this RFP is at the proposer's sole risk and expense. The County anticipates selecting one of the responding proposers, but there is no guarantee that any responding proposer will be selected.

It is the County's policy to encourage equal opportunity in its professional services and contracts. The County endeavors to do business with proposers that share the County's commitment to equal opportunity and will not do business with any proposer that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

The County appreciates in advance the efforts that proposers will make on behalf of this project and looks forward to participating with proposers in the selection process.

### **Confidentiality**

Proposals submitted to the County for consideration shall be made subject to the Utah Open Records Act after award is made. Any confidential information in a proposal shall be identified as such by the submitting firm. Firms will be notified before information is released. Proposals submitted and terms and conditions specified in each firm's response shall remain the property of the County.

### **Licenses**

The successful consultant, without additional expense to the County, shall be responsible for obtaining any necessary licenses and for complying with applicable federal, state, and municipal laws, codes, and regulations in connection with the prosecution of the services.

### **Amendments to the Request for Proposal**

The County reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on [www.ironcountyut.gov](http://www.ironcountyut.gov) and shall be the responsibility of the consultants to obtain all addenda. If revisions are of such magnitude to warrant, in the County's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

### **Additional Information**

Proposals will be considered only from firms or individuals that are firmly established in an appropriate business, who are financially responsible, and have the resources and ability to offer services in a professional and expedient manner. The County may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The County reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous and in the best interest of the County.

### **Consultant Acceptance of the RFP**

By submitting a proposal in response to this RFP, the consultant accepts all of the conditions described in this RFP, including the Professional Design Services Agreement and agrees to abide by all final decisions made by the County.