

Request for Proposal

Salinity Reduction Projects in the Lower Ashley Creek Area

Utah Department of Agriculture and Food (UDAF) is requesting proposals for salinity reduction projects in the Lower Ashley Creek area. These projects will be solicited through UDAF in association with the Uintah Conservation District. It is estimated that UDAF will have available up to \$100,000 to fund salinity reduction projects in this area although funding will be limited to actual funds available at the time. UDAF anticipates awarding projects in the 3rd quarter of 2023. Proposals must contain a written description of the proposed project, location maps (county level and detailed site map(s)), salt saving calculations with amortized values, contact information of submitters, and other information to communicate clearly the proposed project and its impact on salinity.

Projects requesting this funding must meet the following criteria:

- 1). Proposed projects must be located in the Lower Ashley Creek area.
- 2). Proposed projects must demonstrate a “new” salinity reduction (projects cannot claim salts saved in previous projects or ongoing projects) and be effective for a minimum of 15 years. A plan of action to ensure the success of the project must also be submitted (Irrigation Water Management Systems will require irrigation records to be submitted for 4 years before final payments will be made).
- 3). Proposed projects must show amortized cost per ton of annual salt controlled along with method and steps used to make this calculation (Bureau of Reclamation and Natural Resource Conservation Service can provide approved salt loading for most irrigation projects). If several different practices are used, each practice can show separate costs per ton based on their average life (example: On Farm sprinkler systems are amortized for 25 years while Off Farm or underground pipelines are amortized for 50 years). The amortized cost per ton for on farm projects is anticipated to be \$93 per ton or less while off farm projects \$75 per ton or less.
- 4). All projects are required to provide a minimum 25% match (either in-kind work or actual dollars). Projects may use other funding sources as match as long as these funds are not paying for salinity reduction in other programs such as the Colorado River Basin Salinity Control Program which uses NRCS Salinity EQIP, Reclamation’s Basin Wide Salinity Program Funds, or the Basin States program funds. Matching funds are not included in the cost per ton calculations described in item 1 above (the more match provided, the lower the cost per ton and higher ranking of the project).
- 5). Applicants with previous experience successfully implementing salinity control projects will receive additional credit during the ranking process.
- 6). Proposed projects implementing Irrigation Water Management will also receive additional credit during the ranking process.

Projects will be ranked according to the criteria presented in the table below and receive final approval from Utah's CRBSCP workgroup members.

Proposal Scoring Criteria	Weight (%)
Projects must be in the Lower Ashley Creek area	Has to meet this criterion to be considered
Project must demonstrate a "new" salinity reduction and be effective for a minimum of 15 years	Has to meet this criterion to be considered
Cost per ton	60%
Amount of match (25% at a minimum)	15%
Previous experience implementing salinity control projects	15%
Irrigation Water Management Projects	10%

Examples of possible projects: Irrigation Water Management System (local or area using weather, evaporation, and or soil measurement systems), Irrigation efficiency improvements, livestock winter water system, pond lining, canal lining, secondary water systems that replace residential flood irrigation, septic to sewer conversions, storm water collection, and other projects that reduce or prevent salt movement into the Green River and its tributaries.

All proposals shall use the attached application as a template and be submitted as a PDF no later than 1:00 pm MDST September 1, 2023 to:

Mark Quilter via email at: mquilter@utah.gov

Application Template for Salinity Offset Funds for Calendar Year 2023

Applicant Section - Lower Ashley Creek Area

Applicant Name:

Applicant Physical Address:

Applicant Mailing Address:

Applicant Email Address:

Applicant Phone Number:

Cell Number:

Person Responsible for Project Oversight and Finance:

If application is prepared by someone other than applicant please complete this section.

Entity Name of Preparer:

Individual Preparing Application:

Entity Physical Address:

Entity Mailing Address:

Entity Email Address:

Entity Phone Number:

Entity Cell Number:

Describe relationship to applicant:

Explain qualifications to plan, design, and oversee project:

Project Description

Project Name:

Project Location:

Project Description (Brief):

Describe How Project Will Control Salinity (Brief):

Cost Per Ton of Salt Controlled

Salinity Calculations (Show in detail how salinity will be reduced, document calculations for amortization through project life). The final cost per ton must be shown as the annual salt controlled amortized over the life of the project and stated as: Yearly Amortized Cost Per Ton = \$(calculated cost). Projects amortized for 25 years (typical on farm practices) are anticipated to be around \$93 per ton. Projects amortized for 50 years (typical buried pipelines or off farm practices) are anticipated to be around \$75 per ton. For on farm cost per ton it is recommended that you contact NRCS. For off farm projects Bureau of Reclamation can provide salt loading values for canals in the watershed.

Project Preliminary Design Section

Engineering / Design:

Map of Project:

List of Apparatuses (Pipe, Sprinklers, Pumps, Sensors, Meters, Electronic Instruments, etc.):

List of Structures (Pads, Boxes, Diversion Structures, Buildings, Shelters, Weirs, etc.):

Timeline for Project Construction through Implementation:

Note: A final design will be required before contract to construct / perform project is awarded.

Special Considerations / Challenges

Describe any issues that require special consideration and challenges to implementing this project. What are the risks that need to be addressed and how will they be mitigated? If right of ways or permits are needed, please address how they will be attained here.

Cultural Resource Compliance (How will this be achieved?):

Preliminary Project Budget

Provide Itemized budget of all anticipated expenditures and all funding sources. Include any in-kind match. If the project is an irrigation water management type, please show budget for 4 years of record keeping. Table format preferred.

Note: A final detailed budget will be required before contract is awarded. The amount of funding requested in the preliminary project budget will be the maximum value of the contract (the dollar amount used in the cost per ton calculation).

Letters of Support

Letter(s) of support will be required from Conservation District(s).

If the project affects an irrigation company, mutual ditch, or other groups, support from the members or shareholders of the company, ditch, or group is required and must be documented here.

Final Statement

Include any closing comments that you would like to express about the project.

If there are questions about this application feel free to contact Mark Quilter at mquilter@utah.gov or (801) 201-4397.

Please find below an example of the contract that successful awardees will need to agree to and comply with.

UTAH DEPARTMENT OF AGRICULTURE AND FOOD

GRANT AGREEMENT

1. **CONTRACTING PARTIES:** This Grant Agreement (Agreement), is between the Utah Department of Agriculture and Food (“UDAF”), Grantor, and the following Grantee:

Grantee Name: (TBD)

Street Address: City: State: **Utah** Zip code:

A (please check one):

- | | | |
|---|---|---|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Professional Corporation (P.C.) | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> For-Profit Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Charitable Foundation | <input type="checkbox"/> Limited Liability Company (LLC): | <input type="checkbox"/> Other-Specify Type |

2. **GRANTEE IS AN INDEPENDENT CONTRACTOR:** The Grantee is an Independent Contractor, and has no authority, express or implied, to bind the State of Utah, UDAF, or any of their officers, agents, or employees.
3. **CERTIFICATION OF NON-DEBARMENT:** The Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If the Grantee cannot so certify, it shall submit a written explanation and shall obtain *prior* written approval for this Agreement from the UDAF Commissioner, or the Commissioner’s assignee. Failure of the Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.
4. **PURPOSE OF AGREEMENT:** To pass funds to the Grantee for the following purpose: Salinity Offset Funds program pursuant to UCA 4-18-202.
5. **AGREEMENT PERIOD:** This Agreement is effective ____ and expires ____, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at the Grantor’s discretion and with the Grantor’s approval.
6. **AGREEMENT AMOUNT:** The total amount the Grantee will receive pursuant to this Agreement is ____.
7. **FUNDING:** The funding provided to the Grantee pursuant to this Agreement constitutes a grant of State money and/or federal pass through money as defined in Utah Code § 63G-6a-103(35), § 63J-1-101 *et seq.*, and § 51-2a-101 *et seq.* If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 10 of this Agreement.
8. **EXPENDITURE OF FUNDS.** The Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement and as outlined in Grantee’s DATE Application for Salinity Reduction (Attachment B).

9. **COMPLIANCE WITH STATE AND FEDERAL LAW.** The Grantee shall comply with all State and federal laws that apply to the subject matter and purpose of the Grant.
10. **GRANTEE REPORTING AND INSPECTION REQUIREMENTS:** The Grantee shall comply with the following reporting and inspection requirements:
- A. The Grantee shall prepare and provide the Grantor with the reports below:
 - (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;
 - (2) A final written itemized report when all the state money is spent;
 - (3) Written certification that Grantee, as defined both in this Agreement and as defined in the Additional Terms and Conditions, agrees to, and is in compliance with, all stated terms and conditions set forth in Attachment A (“Additional Terms and Conditions”);
 - (4) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or actually expended, including any such funding that has not been spent; and
 - (5) A final written itemized report regarding any funds received or expended pursuant to subsection (4).
 - B. The Grantee shall invite UDAF to attend all meetings held between _____ Company and any of its contractors or subcontractors, sub-grantees or assignees.
 - C. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing and completion of the project.
11. **BILLING REQUIREMENTS:** Payments to the Grantee shall be made as follows:
- A. The Grantee shall submit payment requests no more often than once a month. The Grantee will use the payment request form provided by the Grantor to request payments. Payment requests will be submitted to Mark Quilter by mail (Utah Department of Agriculture and Food, Attn: Mark Quilter, PO Box 146500, Salt Lake City, UT 84114-6500) or email (mquilter@utah.gov) and be signed by the Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed or oversaw the actual work completed, and has the legal authority to bind that specific entity.
 - (1) The Grantee will maintain all invoices, receipts and any other documentation associated with the project until all work undertaken pursuant to this Agreement is complete, a final inspection is made and the project is approved by UDAF, and a final report detailing the work completed is filed with UDAF.
 - (2) The Grantee shall allow UDAF to examine any and all records under paragraph 11(A)(1) within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request.
 - B. The Grantor may delay or deny payment to the Grantee for billings or claims for services that do not meet the billing deadlines outlined below.

- (1) **Ongoing Billings:** The Grantee shall submit all billings and claims for costs incurred during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year pursuant to paragraph (2) below.
 - (2) **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year **no later than July 10th** of the following fiscal year, regardless of the Grantee's billing period or the expiration or termination date of this Agreement.
 - (3) **Final Agreement Billings:** The Grantee shall submit all final billings under this Agreement within 14 days of expiration or termination of the Agreement, regardless of the Grantee's billing period.
- C. The Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 11 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 11 remain in full force and effect and are legally binding and fully enforceable.
- D. In accordance with Attachment A, UDAF will withhold 5% of the total grant award of _____ until all work undertaken pursuant to this Agreement is complete, a final inspection is made and the project is approved by UDAF, and a final report detailing the work completed is filed with UDAF.
12. **REDUCTION OF FUNDS:** If the Grantor becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render the Grantee's delivery or performance under this Agreement impossible, or unnecessary, the Grantor may terminate this Agreement in whole or in part. If the legislature does not appropriate funds for paying the Grantor's obligations on this Agreement, or if funding to the Grantor is reduced due to an order by the Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or "giveback" of funds required for the Grantor to continue payments or if the Executive Branch mandates any cuts or holdbacks in spending, or if UDAF decides to reduce the payments pursuant to this Agreement, the Grantor may terminate this Agreement or proportionately reduce the requirements of this Agreement and the amounts to be paid by the Grantor to the Grantee for meeting such requirements.
13. **INDEMNIFICATION:** The Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA 63G-7-101, *et. seq.* Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. The Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of the Grantor or any of its officers, agents, employees and volunteers.
14. **COPYRIGHT:** The Grantee shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Grantee's use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Agreement.
15. **ASSIGNMENT:** The Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by the Grantor. If the Grantee elects to so do, the Grantee

does so with the express understanding that no provision under this Agreement is waived by the Grantor, unless specifically acknowledged in writing, and that the Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by the Grantee, its officers, agents, employees, contractors or sub-contractors.

16. **AMENDMENTS**: The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.
17. **REMEDIES**: If the Grantor determines that the Grantee, its officers, agents, employees, contractors or sub-contractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), the Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or sub-contractors, at its discretion; including but not limited to:
 - a. **Disallow Costs.** The Grantor may disallow any costs otherwise allowed under this Agreement to the Grantee and adjust its payments to the Grantee by deducting such disallowed costs.
 - b. **Withhold Payment.** It may withhold funds from the Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.
 - (1) If an audit finding or judicial determination is made that the Grantee misused public funds, the Grantor may also withhold funds otherwise allocated to the Grantee to cover the costs of any audits, attorneys' fees and other expenses. The Grantor shall give the Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. The Grantor shall inform the Grantee whether any amounts withheld may be released, and if so, the actions that the Grantee must take to bring about the release of any amounts withheld.
 - (2) If an independent CPA audit or Grantor review determines that the payments made by the Grantor to the Grantee were incorrectly paid or were based on incorrect information from the Grantee, the Grantor may adjust or withhold the Grantee's payments for the remainder of the contract period or until the Grantor fully recoups the funds.
 - c. **Require Repayment.** Upon written request by the Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by the Grantee. In the alternative, the Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, the Grantee shall not be relieved of meeting the requirements of this Agreement.
 - d. **Require Corrective Action.** The Grantee shall comply with the terms of any corrective action plan required by the Grantor.
 - e. **Pursue Any Legal Remedy.** The Grantor and the Grantee may avail themselves of all remedies allowed by state or federal law.
 - f. **Terminate the Agreement.** The Grantor may terminate this Agreement in accordance with the termination provisions outlined below.

18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.
19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.
20. **JURISDICTION:** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.
21. **ENTIRE AGREEMENT:** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written agreements.
22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT:** By signing this Agreement, the Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains exactly the same provisions that appeared in this document and its exhibits when the Grantor originally sent it to the Grantee.
23. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE:** The Grantee represents that the person who has signed this Agreement on behalf of the Grantee has full legal authority to bind the Grantee and to execute this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
(COMPANY)

By: _____
Type/Print Name: _____
Title/Position: _____

Date: _____

GRANTOR
(UTAH DEPARTMENT OF AGRICULTURE)

By: _____
Type/Print Name: _____
Title/Position: _____

Date: _____

Required Approvals:

Program Manager Date

UDAF Administrative Services Date

Director Division of Purchasing Date

Director of Finance Date

UDAF Contact: Mark Quilter Phone: 801.538.9905 Email: mquilter@utah.gov