

REQUEST FOR APPLICATION

FY 2015 National School Lunch Program Equipment Assistance Grants for School Food Authorities Nevada Department of Agriculture Food and Nutrition Division

The Secretary of the United States Department of Agriculture (USDA) received a one-time appropriation for equipment assistance to eligible school food authorities participating in the National School Lunch Program (NSLP). As stipulated in USDA memo SP 37-2014, priority will be given to School Food Authorities (SFA) for equipment for schools in which a minimum of 50% of the students are eligible for free or reduced-price meals. Nevada will use the Nevada Schools: Number of Free and Reduced Price Eligible Students by School Building 2014-2015 School Year as the document to determine SFA's and schools eligible. **SFA's who did not receive ARRA Equipment Grant funding are eligible to apply for the FY 2015 NSLP Equipment Assistance Grants.** Purchase of equipment for a central kitchen is permissible if the central kitchen provides meals for schools with greater than 50% free or reduced-price meals. USDA regulations 7 CFR 3016.3 and Office of Management and Budget Circular A-87 define equipment as articles of nonexpendable tangible personal property with a useful life of more than one year and a per unit acquisition of \$5,000 (or such lesser amount as the SFA uses when reporting equipment as assets in its financial statements). As with all Federal grant funds, equipment procured using FY 2015 NSLP Equipment Assistance Grants funds must be practical and allocable in order to be reasonable and permissible costs. This is a competitive grant and SFAs must complete their procurement and expenditure activities not later than one (1) year from the date the SFA received the grant award. Grant applications submitted will be reviewed by two School Nutrition Services staff and one Fiscal Grants Manager. Grant applications submitted are considered public information once submitted.

SFAs that are approved to receive funding may receive a 90% advancement of the grant award if the required documentation is submitted. Detailed instructions on how to request an advancement of grant funds will be distributed to SFAs approved for a grant award. All funding is contingent on the Nevada Department of Agriculture's receipt of federal funds and approval of all funding by the Nevada Interim Finance Committee.

1. CONTACT INFORMATION

Complete the contact information section of the School District Contact Information. This information will be used to contact the schools and districts regarding the grant.

2. STATEMENT OF NEED

SFAs may apply for equipment funds for both the central kitchen and school kitchen(s). Complete the Central Kitchen Information Sheet and/or the School Kitchen Information Sheet for each site in which equipment will be purchased. The information sheets include demographics, proposed equipment, statement of need, and objective(s).

3. OBJECTIVE

The primary goal of the NSLP Equipment Assistance Grant is to improve the infrastructure of the NSLP program. For each school or central kitchen equipment purchase, provide an objective for measuring program infrastructure improvement in at least one of the following four focus areas:

- a) Equipment that lends itself to improving the quality of school foodservice meals that meet the *Dietary Guidelines for Americans* published under section 301 of the National Nutrition Monitoring and Related Research Act of 1990 (e.g., purchasing an equipment alternative to a deep-fryer);

- b) Equipment that improves the safety of food served in the school meal programs (e.g., cold/hot holding equipment, dishwashing equipment, refrigeration, milk coolers, freezers, blast chillers);
- c) Equipment that improves the overall energy efficiency of the school foodservice operations (e.g. purchase of an energy-efficient walk-in freezer replacing a freezer that is outdated and energy-demanding); and
- d) Equipment that allows SFAs to support expanded participation in a school meal program (e.g., equipment for serving meals in a non-traditional setting or to better utilize cafeteria space).

Examples of measurable objectives:

- With the purchase of heated serving carts to deliver hot breakfast to classrooms, by the end of the 2014-2015 school year school breakfast participation will increase by 10%.
- With the purchase of a convection oven, only whole grain products will be offered as part of the National School Lunch and Breakfast Program.
- With the purchase of a steam table, fresh or frozen vegetables will offered three times a week as part of the National School Lunch Program.
- With the purchase of an energy-efficient walk in freezer, it is anticipated that energy cost will be decreased by two percent.
- With the purchase of a commercial refrigerator, HACCP will be fully implemented by September 1, 2014.

Provide baseline or comparison data for each objective which will be used to document achievement of objectives.

4. BUDGET

Complete the attached budget summary and budget detail. No indirect costs are allowed on this grant. All credits and rebates resulting from the purchase must accrue to the benefit of the grant account. Note that all local and state procurement procedures apply. Additionally, the United States Department of Agriculture (USDA) requires that sponsors utilize the Buy American provision. Please note that equipment need not be new but can be used or refurbished equipment. In addition, delivery, installation, or other required ancillary costs may be included.

5. ACCOUNTABILITY

The United States Department of Agriculture (USDA) has not yet determined the measure of accountability for this grant. Provide an assurance that the school district will provide all requested reports as determined by USDA for this grant funding.

6. ASSURANCES

Review the assurances section, sign and return with the application.

7. FY 2015 NATIONAL SCHOOL LUNCH PROGRAM EQUIPMENT REQUIREMENTS

Upon the completion of grant activities, each agency will need to submit a Final Report of Expenditure and Narrative that address the following:

- Competitive Bid Process
- Purchase Orders
- Invoices

This document is also posted on the Nevada Department of Agriculture website at <http://nutrition.nv.gov/>. Note: this document is an interactive PDF; therefore, you may input your information directly into the forms and print the forms so it can be submitted to the Nevada Department of Agriculture.

A complete application includes the contact information form, central kitchen form/site kitchen form, budget summary, budget detail form, a statement regarding accountability, and assurances. A quote for each piece of equipment included in the application must also be submitted.

School districts utilizing a food service management company must include a vendor letter of support and a statement of responsibilities of the vendor.

IMPORTANT DATES:

November 14, 2014: Announcement and Request for Proposal

November 26, 2014: Last day for Questions/Technical Assistance

December 12, 2014: Completed Applications Due (*All documents must be received at the Nevada Department of Agriculture, Sparks, Nevada, no later than 5:00 p.m., December 12th (fax or e-mail copies not accepted). Applications received after the deadline will be considered ineligible for funding.*)

January 9, 2015: Applications Reviewed and Scored

January 23, 2015: Applicants Notified of Preliminary Award

January 30, 2015: Final Announcement of Recipients and Amounts

August 1, 2015: Evaluations of Installed Components Due (Required for Reimbursement)

September 1, 2015: Request for Reimbursement Must be Submitted by this Date

Submit complete Request for Proposals to:

Catrina Peters, School Nutrition Services Manager
Nevada Department of Agriculture
Food and Nutrition Division
405 S. 21st Street Sparks, NV 89431
cpeters@agri.nv.gov

Please mark on the outside of the envelope: NSLP Application

SCHOOL DISTRICT CONTACT INFORMATION

SCHOOL DISTRICT _____

GRANT COORDINATOR INFORMATION

Name of Grant Contact _____

Mailing Address _____

Telephone _____

E-Mail Address _____

FOOD SERVICE DIRECTOR INFORMANTION

School Food Service Director _____

Mailing Address _____

Telephone _____

E-mail Address _____

CENTRAL KITCHEN INFORMATION SHEET

FY 2015 NSLP Equipment Assistance Grant

Nevada Department of Agriculture

Food and Nutrition Division

Central Kitchen (School District) Name: Food Service Director: Address: Telephone:	
Proposed Equipment (List in order of importance)*	1. 2. 3. 4.
Statement of Need*	
Objectives*	

Schools that will Benefit from the Equipment Purchase*				
School Name	Grade Level	# Free Eligible	# Reduced Eligible	% Free and Reduced Students
School Name	Grade Level	# Free Eligible	# Reduced Eligible	% Free and Reduced Students
School Name	Grade Level	# Free Eligible	# Reduced Eligible	% Free and Reduced Students

SCHOOL KITCHEN INFORMATION SHEET

FY 2015 NSLP Equipment Assistance Grant

Nevada Department of Agriculture

Food and Nutrition Division

School Name:			
School Principal:			
Address:			
Telephone:			
Kitchen Contact:			
Free and Reduced Lunch Count	# Free Eligible	# Reduced Eligible	# Enrolled Students
Grade Level of School	Elementary	Middle	High
Meals Offered	SBP	NSLP	Afterschool Snacks
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Location	Urban	Rural	Suburban
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food Preparation Method	On-Site	Satellite	Vended
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proposed Equipment * (List in order of importance)	1.		
	2.		
Statement of Need	3.		
	4.		
Objectives			

* If additional space is needed, please attach another sheet.

ASSURANCES

The LEA agrees to comply with the requirements of the following regulations (as applicable):

Government-wide Regulations

- 2 CFR Part 25: “Universal Identifier and Central Locator Contractor Registration”
- 2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”
- 2 CFR Part 175: “Award Term for Trafficking in Persons”
- 2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”
- 2 CFR Part 215: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 2 CFR Part 417: “Office of the Chief Financial Officer: Department of Agriculture Implementation of OMB Guidance on Non-procurement Debarment & Suspension”
- 2 CFR Part 421: “Requirements for Drug-Free Workplace (Financial Assistance)”
- OMB Circular A-102, Grants, and Cooperative Agreements with State and Local Governments
- 41 USC Section 22 “Interest of Member of Congress”
- Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)

Cost Principals

- 2 CFR, Subtitle A, Chapter II, Part 225: States, Local & Indian Tribal Governments
- 2 CFR, Subtitle A, Chapter II, Part 220: Institutions of Higher Education, Hospitals
- 2 CFR, Subtitle A, Chapter II, Part 230: Non-Profit Organizations

USDA Regulations

- 7 CFR Part 15: “Nondiscrimination”
- 7 CFR Part 3015: “Uniform Federal Assistance Regulations”
- 7 CFR Part 3016: “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”
- 7 CFR Part 3018: “New Restrictions on Lobbying”
- 7 CFR Part 3019: “Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”
- 7 CFR Part 3021: “Government-wide Requirements for Drug-Free Workplace (Financial Assistance)”
- 7 CFR Part 3052: “Audits of State, Local Governments, and Non-Profit Organizations”
- Freedom of Information Act (FOIA. Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)

Assurance of civil rights compliance

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies And Procedures;
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs; and
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations, and directives. The

Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.

- The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state & local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)
- Non Discrimination Statement:
The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political belief, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)
If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.
Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).
USDA is an equal opportunity provider and employer.

DEPARTMENTAL REGULATIONS ON GRANTS & COOPERATIVE AGREEMENTS

The local entity will comply with the following USDA regulations:

- i. 7 CFR Part 3015, Uniform Federal Assistance Regulations;
- ii. 7 CFR Part 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements;
- iii. 7 CFR Part 3019, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
- iv. 7 CFR Part 3051, Audits of Institutions of Higher Education and Other Nonprofit Institutions

CONTRACTUAL PROVISIONS AND INDEMNITY

Neither the State of Nevada nor any agency thereof shall hold harmless or indemnify any institution for any liability whatsoever.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Nevada, or any agency thereof, has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Nevada shall not agree to pay attorney fees and late payment penalties in the absence of a judicial order.

By signing this agreement, the representative of the Institution thereby represents that such person is duly authorized by the Institution to execute this agreement and that the Institution agrees to be bound by the terms of the agreement.

The State of Nevada or any agency thereof, is not responsible for any Federal, State, or local tax liability that an Institution may incur as a result of participation in the CNP.

The Institution shall indemnify and hold the NDA, its agents and employers, harmless from any loss, causes of action, liability, attorney's fees or claim for damages or injury to persons or property arising out of the performance of this Agreement to the extent such liability, loss, or claims are caused by the result from the negligent or intentional acts or omissions of the Institution, its agents or employees.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM AND SPECIAL MILK PROGRAM

The Sponsor/SFA and participating schools and facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor/SFA further agrees to the following specific provisions, as applicable:

1. To maintain a nonprofit school food service and/ or a nonprofit milk service.
2. To observe the limitations on the use of Program revenues set forth in 7CFR 210.14a, 220.13(I) and 215.8 (d) (1) and the limitations on any competitive school food service as set forth in 7CFR 210.11b;
3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7CFR 210.19a, 220.7 (e)(1)(I) and 220.13(I);
4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(I) and 215.7(d)(6);
5. To comply with the requirements of the USDA regulations regarding financial management (7CFR 3015);
6. Maintain final administrative and management responsibility for the after school snack care program including site(s);
7. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7 CFR 210.10, 210.10a, 220.8, and 220.8a;
8. For pricing programs, to price meals and supplements (snacks) as a unit;
9. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7CFR 245;
10. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
11. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7CFR 210.8, 220.11 and 215.11;
12. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
13. To submit Claims for Reimbursement in accordance with 7CFR 210.8, 220.11, 215.9 and 215.11;
14. To comply with USDA requirements regarding nondiscrimination;
15. To make no discrimination against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement attached hereto;
16. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7CFR 250;
17. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
18. To maintain necessary facilities for storing, preparing and serving food and milk;
19. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7CFR 210.9(b)(17)(19), 220.7(e)(13) and 215.8(d)(7);
20. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor/SFA level, they shall be readily retrievable by school or site; and
21. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

I hereby certify that all the information submitted in this packet is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that the NDA or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

SIGNATURES (All are required.)

Name of School District

Signature, Designated Official

Name Title (Please type or print)

Date

Signature, School Food Service Director

Name Title (Please type or print)

Date

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