

# Application for the 2023 NSLP Equipment Assistance Grant

## Part A: School Food Authority Data

Please print neatly in ink or type.

Sponsor :	LA# :
Site(s) included in this application:	
Name of contact person:	
Phone number of contact person:	
Email address of contact person:	

### Grant Request:

Summary of Project:	Total Request Amount:

## CERTIFICATION

**In applying for this grant, the applicant acknowledges that equipment purchased with funds from this grant will not be sold without prior approval from Child Nutrition and Food Distribution.**

I certify that the information in this application is true and correct to the best of my knowledge; that the document has been duly authorized by the governing body of the above-named applicant; and that the equipment purchased with these funds will be used as part of the National School Lunch Program; and that the applicant will make a reasonable effort to expend the funds by September 30, 2024 after the grant award notification.

Authorized Representative: \_\_\_\_\_ Date \_\_\_\_\_  
Print Name Signature

Foodservice Director: \_\_\_\_\_ Date \_\_\_\_\_  
Print Name Signature

**Part B: Site or Multiple Site Information:** Only one application per school will be accepted. If equipment is being requested at multiple sites, the school must fill out pages 5 & 6 for each site. If purchasing multiple pieces of equipment, the school must fill out pages 5 & 6 for each piece of equipment.

**Please print neatly in ink or type.**

1. School: \_\_\_\_\_
2. Site requesting equipment: \_\_\_\_\_
3. Site Physical Address: \_\_\_\_\_
4. Number of students at this site: \_\_\_\_\_

\*If you are requesting equipment for a **central kitchen**, the sponsor must identify the schools served by the central kitchen.

### **Explanation of Equipment Request**

Applicants are encouraged to thoroughly research the equipment being requested—and will be asked later in the application process to include details explaining why they are choosing a specific brand and model. Significant grant points are awarded based on this part of the procurement process.

### **Equipment Specifications:**

Item: \_\_\_\_\_

Make and Model: \_\_\_\_\_

Size or Other Specifications: \_\_\_\_\_

Cost: \_\_\_\_\_

Installation Costs: \_\_\_\_\_

Labor Costs: \_\_\_\_\_

Total Cost: \_\_\_\_\_

**\*NOTE:** Please attach the equipment bid that you have chosen with the application. Make sure the bid contains the installation costs and labor costs in detail.

**Part C: Please respond to these questions in the space provided. If more room is needed, please use a separate page, remembering to put the agency/site name on each additional page. Please type or write legibly.**

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<i>Section 1: Applicant demonstrates high need for equipment requested. (25 points available)</i>	
<p><b>1.</b> Briefly describe the equipment being requested and its use. Why is this equipment appropriate for the site? Describe the estimated life of the equipment and how frequently it will be used.</p>	

<i>Section 2. Applicant demonstrates consideration of how the grant award will provide healthier meals, improve food safety, and help support the establishment, maintenance, or expansion of the School Breakfast Program. (10 points available for each of the focus areas/30 pts max.)</i>	
<p><b>2.</b> The equipment must enhance at least one of the three focus areas. Please describe how the equipment will meet the grant initiative(s).  <b><u>Focus Areas:</u></b>          1. Enhances ability to serve healthier meals.          2. Improves food safety.          3. Establishes, maintains or expands the School Breakfast Program.</p>	

<i>Section 3. Applicant demonstrates ability to work within grant requirements, including proper procurement procedures and research. (25 points available)</i>	
<p><b>3.</b> Describe efforts to research competitive prices. Indicate how you are getting the best possible value for the money (the lowest price is not always indicative of the best value). How reliable is the cost listed on the application?</p>	

*Please answer the questions in just one of these columns, based on whether the request is for a new piece of equipment, replacement of equipment or renovation of equipment.*

If this is a **new piece of equipment**, explain the research conducted to decide on item, model, and correct size. What criteria were used to determine the best product?

**OR** If this is a **replacement of an existing piece** of equipment describe the condition of the current piece of equipment. Describe what research was done to determine whether another model, type, or size would improve efficiency of the kitchen more than just replacing the old item with another of the same type. Were any new types of products evaluated? What criteria were used to determine the best product?

**OR** If this is a **request to renovate existing equipment** describe why it is more efficient or necessary to renovate versus replace or buy new. Describe what conditions exist that support renovating instead of replacement. Include contracted labor costs for the renovation/installation.

**4.** Briefly describe an estimated timeline for the purchase and installation of the proposed equipment.

## 2023 NSLP Equipment Assistance Grant Checklist

The following checklist is intended as a resource to help schools submit the best application possible. It is for your use only. **Do not include this in the application that is submitted.**

### **HAVE YOU:**

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Completed the Part A: School Food Authority Data.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Obtained the Authorized Representative and Food service Director's signatures in the Certification Box.                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Completed Part B: Site/Multiple Site Information.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Completed Equipment Specifications section for each piece of equipment requested.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Attached the equipment bid along with detailed information on installation and labor costs for each piece of equipment requested. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Completely answered Part C: questions appropriate to the particular type of equipment you are requesting.                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Completely answered questions for each site that you are requesting equipment.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Followed all Federal, State, and Local procurement laws.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Made a copy of the application for your records.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Application is emailed, faxed or postmarked no later than <b>November 17, 2023.</b>  | <input type="checkbox"/> | <input type="checkbox"/> |

### **REMINDER**

Applications for the 2023 NSLP Equipment Assistance Grant must be e-mailed, faxed or postmarked by **November 17, 2023**. Applications emailed, faxed or postmarked after this date will not be accepted.

#### **Send applications to:**

**Department of Public Instruction  
Child Nutrition and Food Distribution Programs  
600 E. Boulevard Ave., Dept. 201  
Bismarck, ND 58505-0440**

**Grant recipients chosen for an award from this RFA must comply with the following regulations, principals and assurances.**

SP 18-2023 TERMS AND CONDITIONS

REGULATORY AND STATUTORY REQUIREMENTS

Office of Management and Budget (OMB) Guidance: This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

Government-wide Regulations

2 CFR Part 25: "Universal Identifier and System for Award Management"

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 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

2 CFR Part 415: "General Program Administrative Regulations"

2 CFR Part 416: "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"

2 CFR Part 417: "Non-Procurement Debarment and Suspension"

2 CFR Part 418 "New Restrictions on Lobbying"

2 CFR Part 421: "Requirements for Drug-Free Workplace (Financial Assistance)"

7 CFR Part 3: "Debt Management"

7 CFR Part 16: "Equal Opportunity for Religious Organizations"

41 U.S.C. Section 22 "Interest of Member of Congress"

Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

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)

PROPERTY STANDARDS

Insurance Coverage: The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.

Federally-owned and exempt property: Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property in its custody to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for instruction on utilization or disposition (2 CFR 200.312).

Equipment: Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of funding for the equipment (including the Federal Award Identification Number, or FAIN), the title holder, the acquisition date, the percentage of Federal participation in the project costs for the Federal award under which the equipment was acquired, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken, and the results reconciled with the equipment records every two years or at the grant close out, based on which of these occurs first. A Tangible Personal Property Report, SF-428, 428B, and 428S, must be submitted at award close-out to report the status of the equipment. The Recipient will follow the Agency's equipment disposition guidance and procedures as defined in 2 CFR 200.312.

## Assurance of Civil Rights Compliance for Child Nutrition:

The Grantee hereby agrees that it will comply with i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Grantee agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Grantee, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

## RECORD RETENTION AND ACCESS

Evaluation and Access to Records: The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes. The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations. Records pertaining to this grant shall be retained by the Recipient for a period of three years from the date of the submission of the annual financial status report, as required under 2 CFR 200.334.

## NONCOMPLIANCE AND TERMINATION

Noncompliance: As provided in 2 CFR 200.340, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. The Agency will consider failure to comply with the

reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination. If the Agency decides to take action against the Recipient for noncompliance under this agreement, the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

#### OTHER REQUIREMENTS

Liabilities: The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient may incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-Recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

#### USDA FNS Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. fax:  
(833) 256-1665 or (202) 690-7442; or
3. email:  
[program.intake@usda.gov](mailto:program.intake@usda.gov)