

**Request For Proposal**  
**NSLP Equipment Assistance Grant**  
**Office of Child Nutrition and School Health**  
**Nevada Department of Education**

Public Law 111-5 the American Recovery and Reinvestment Act of 2009 (ARRA), provides one-time funding to the State of Nevada in the amount of \$679,103 to provide equipment assistance to school food authorities (SFAs) participating in the National School Lunch Program (NSLP). As stipulated in the ARRA, priority will be given to SFAs for equipment for schools in which a minimum of 50% of the students are eligible for free or reduced-price meals. 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. This is a competitive grant and SFAs must fully expend their NSLP equipment assistance grants within three (3) months of the award. All funding is contingent on the Nevada Department of Education 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 Kitchen/Central Kitchen Information Sheet. 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 ARRA 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 improves the quality of school foodservice meals that meet the dietary guidelines (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efficiency of the school foodservice operations (e.g. purchase of an energy-efficient walk-in freezer to replace an outdated, energy-inefficient freezer).
- 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 2009-2010 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, 2009.

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.

#### **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. ARRA REQUIREMENTS**

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

- a) The name and location of the entity receiving the funds including the primary location where performance will occur, city, and Congressional district.
- b) Amount received by each entity, and a title which describes the purpose of the award.
- c) A unique identifier of the entity receiving the award and the parent entity of the recipient, if the entity is owned by another entity. This is likely to be a DUNS number, which may be obtained free of charge. Information on obtaining this number can be found at [http://www.grants.gov/applicants/request\\_duns\\_number.jsp](http://www.grants.gov/applicants/request_duns_number.jsp)
- d) Estimates of the number of jobs created and/or retained due to their receipt of ARRA funds. Again, the reporting must differentiate between jobs created and retained.

This document is also posted on the Nevada Department of Education website at <http://nde.doe.nv.gov/CNSH.htm>. 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 Education.

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

**DEADLINE: All documents must be received at the Nevada Department of Education, Carson City, Nevada, no later than 5:00 p.m., April 30, 2009 (fax or e-mail not accepted). Applications received after 5:00 p.m. on April 30 will be considered ineligible for funding. Please mark on the outside of the envelope: NSLP Application**

**Submit complete Request for Proposals to:**

Donnell Barton, Director  
Nevada Department of Education  
700 East Fifth Street, Suite 109  
Carson City, NV 89701

Please refer to the cover letter for information on who to contact if you have questions.

**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

## NSLP Equipment Assistance Grant 2009

Office of Child Nutrition and School Health

Nevada Department of Education

<b>Central Kitchen (School District) Name:</b>	
<b>Food Service Director:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Proposed Equipment (List in order of importance)*</b>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol>
<b>Statement of Need*</b>	
<b>Objectives*</b>	

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

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

\* If additional space is required, please attach another sheet

# SCHOOL KITCHEN INFORMATION SHEET

## NSLP Equipment Assistance Grant 2009

Office of Child Nutrition and School Health

Nevada Department of Education

<b>School Name:</b>				
<b>School Principal:</b>				
<b>Address:</b>				
<b>Telephone:</b>				
<b>Kitchen Contact:</b>				
<b>Free and Reduced Lunch Count</b>	<b># Free Eligible</b>	<b># Reduced Eligible</b>	<b># Enrolled Students</b>	
<b>Grade Level of School</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>	
<b>Meals Offered</b>	<b>SBP</b>	<b>NSLP</b>	<b>Afterschool Snacks</b>	
<b>School Location</b>	<b>Urban</b>	<b>Rural</b>	<b>Suburban</b>	
<b>Food Preparation Method</b>	<b>On-Site</b>	<b>Satellite</b>	<b>Vended</b>	<b>Other</b>
<b>Proposed Equipment * (List in order of importance)</b>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol>			
<b>Statement of Need</b>				
<b>Objectives</b>				

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

# ASSURANCES

The State agency agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State agency agrees to make payments, where applicable, in accordance with 7CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto. The State Agency further agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price meals and supplements (snacks) to all local news media in the attendance area of these Programs. The State agency shall conduct administrative reviews of the CNP at least once every five years, or more frequently as required by applicable regulations, policy statements, or guidelines and shall notify the sponsors in writing of any deficiencies discovered during the review. The State agency shall promptly notify the Child Nutrition Sponsors in writing of any changes in rates, regulations, policies, and guidelines, which directly affect their programs.

This Agreement is permanent and shall be effective commencing on the date specified until Sponsor terminates program. The State agency may continue this Agreement each year thereafter, by notice in writing given to the Sponsor as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement however, shall be contingent on an acknowledgment by the Sponsor, in writing, of its intention to continue program participation in accordance with the provisions set forth in this Agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s).

The Sponsor participation in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in 7 CFR Part 3015, Subpart N, or 7 CFR Part 3016, Subpart D, as applicable. If the local sponsor decides to discontinue or begin administration of any of these programs after signing this agreement, the local sponsor must provide the State Agency written notice, including the proposal effective date of the change. Upon approval of the request, the State agency will amend the agreement. If NDE

The Sponsor agrees to accept Federal funds for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Nevada statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Nevada Department of Education in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7CFR 3015 (Uniform Federal Assistance Regulation), and/or 7CFR 3016 (Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments Regulations), as applicable.

determines that the sponsor has failed to comply with this agreement, NDE may terminate the Sponsor's Program(s) and the agreement at any time before the date of expiration. NDE will notify the sponsor in writing of the determination and reasons for it together with the effective date of termination.

Upon termination or expiration of this Agreement, as provided herein, the State agency shall: (1) make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

## ASSURANCE OF CIVIL RIGHTS COMPLIANCE

Comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d to 2000d-6, Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et. seq.); Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975 (45 CFR Part 91); The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); Department of Justice (DOJ) Memorandum dated January 28, 1999, entitled, "Policy Guidance Document -- Enforcement of Title VI of the Civil Rights Act of 1964 and Related Statutes in Block Grant Type Programs"; Civil Rights Restoration Act of 1987; The Food Stamp Act of 1977; Enforcement of Title VI of the Civil Rights Act of 1964 -- National Origin Discrimination Against Persons With Limited English Proficiency, 65 F.R. 50123, August 16, 2000; USDA Departmental Regulation 4330-2, Activities Receiving USDA Financial Assistance: USDA Regulation 7 CFR Part 16, Equal Opportunity for Religious Organizations; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, and disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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; and 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 which 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 Sponsor by the USDA or NDE. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or NDE personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA or NDE shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Sponsor, its successors, transfers and assignees as long as it receives assistance or retains possession of any assistance from the State Agency. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

## 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 NDE, 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

This section applies only if the NSLP, SBP or SMP is checked on page 1 and the Sponsor agrees to operate the Program(s).

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(l) 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)(l) and 220.13(l);
4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(l) 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.

This Child Nutrition Program agreement shall be effective upon the date of approval recorded below by NDE.

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 NDE or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

AGREED TO AND SIGNED

Sponsor Name	Nevada Department of Education State Agency Name
Signature, Designated Official	Signature, State Agency Official
Name                      Title                      (Please Type)	Name                      Title                      (Please Type)
Date	Date

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*FOR STATE AGENCY USE ONLY*

**Agreement Approval Date Begins:**

**NEVADA DEPARTMENT OF EDUCATION  
2008 ARRA Budget/Expenditure Summary**

Agency \_\_\_\_\_ Project Number \_\_\_\_\_  
 Project Name \_\_\_\_\_ Fiscal Year \_\_\_\_\_

Check One: Budget  Amendment  Number

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100 & 200	Salaries & Benefits			
300	Purchased Professional Services			
400	Purchased Property Services			
500	510 Other			
	580 Staff Travel			
	Other			
	Other Purchased Services			
	Total			
600	610 General Supplies			
	640 Books and Periodicals			
	650 Audio Visuals Materials			
	660 Instructional Kits			
	670 Software			
	680 Items of Value			
	Other			
	Supplies (Total)			
800	810 Dues and Fees			
	Other			
	Other Objects (Total)			
Subtotal 100 - 600 & 800				
Indirect Costs*	Rate:			
700	730 Equipment			
	Other			
	Property (Total)			
<b>TOTAL</b>				

Signature \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*  
 Department of Education Use Only

\_\_\_\_\_  
 Initial Date Approved

\*Can only be applied to Subtotal amount above

**Budget Detail**

Agency \_\_\_\_\_

Project Name: \_\_\_\_\_

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>OBJECT CODE</b>	<b>TITLE OF POSITION/ PURPOSE OF ITEM</b>	<b>PROJECT TIME (FTE)</b>	<b>QUANTITY</b>	<b>SALARY, RENTAL OR UNIT COST</b>	<b>BUDGETED AMOUNT</b>

\*If additional space is needed, duplicate this page and number the additional pages.